

**STANDARD TRADING CONDITIONS**

1. Goods are only received for forwarding by Atlas Global Logistics Pty Ltd (the "Agent") on the following conditions which shall be deemed to be incorporated in any contract made between the Agent and the Customer

In these Trading Conditions, unless a contrary intention is apparent:

"Agent" means Atlas Global Logistics Pty Ltd, its successors and assigns;

"Customer" means any person who contracts with the Agent for the provision of Services;

"Dollars" means Australian dollars and all references to currency are to be construed accordingly;

"Goods" means any Goods or items which are the subject of the services as defined herein provided by the Agent to the Customer;

"Services" means the rights, benefits, privileges or facilities that are or are to be provided, granted or conferred under a contract for or in relation to the performance of work by the Agent for the Customer.

2. The Agent carries on business as a customs and forwarding agent and its carriage of goods is merely incidental thereto. The Agent is not a common carrier and does not accept liability as such. The Agent may refuse at its sole and absolute discretion to accept any Goods for carriages without assigning any reason therefore.
3. The Agent reserves to itself complete freedom to decide upon the means, route and procedure to be followed in the handling, storage and transportation of the Goods and shall be entitled and authorised to engage independent third parties to perform all or any of the functions required of the Agent upon such terms and conditions as the Agent in its absolute discretion may deem appropriate subject to compliance with the Customs Act 1901.
4. The Agent 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 insurance brokers whether declared or otherwise and no such brokerage, commission, allowance or other remuneration shall be payable or allowable to the Customer or its principal (if any).
5. Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal or revision of the Agent. If any change occurs in the rates of freight, insurance premiums warehousing, statutory fees or any other charges applicable to the goods, quotations and changes shall be subject to revision accordingly with or without notice to the Customer.
6. The Customer, shall be bound and deemed to warrant the accuracy of all descriptions, values, and other particulars furnished to the Agent for customs, consular and other purposes and shall be liable for any duty, penalty or outlay of whatsoever nature levied by the authorities at any port or place for or in connection with the Goods and for any payment, fine, expense, loss or damage made, incurred or sustained by the Agent in connection therewith, arising by reason of any inaccuracy in or omission from any such description, value or other particular Customer shall and does hereby indemnify the Agent against any such duty, tax, import duty, penalty, outlay, payment, fine, expense, loss or damage.
7. The Agent shall not be obligated to effect insurance on the Goods accepted by it. If the Agent does effect insurance upon receipt of express instructions given in writing by the Customer and the Customer's written declaration as to the value of the Goods, any such insurance effected by the Agent may be subject to such exceptions and conditions as may be required by the insurance company or underwriter accepting the risk. In the event of any dispute in regard to liability under such insurance policy for any reason whatsoever the insured shall have recourse against the insurer or underwriter only and the Agent shall have no liability or responsibility in relation to any such insurance policy.
8. To the maximum extent permitted by law, the Agent, its servant and agents shall not be liable:
  - 1) for any loss, mis-delivery, delay in delivery, deterioration, contamination, evaporation or non-delivery of or any damage to Goods or consequential loss arising therefrom howsoever caused or for any reason whatsoever;
  - 2) for damages arising out of loss or depreciation of market attributable to delay in forwarding or in transit of the Goods or failure to carry out instructions given to it by the Customer; loss, damage, expense or additional costs arising from or in any way connected with marks or brands on, weight, numbers, contents, quality, or descriptions of the Goods, loss or damage, expense or additional costs resulting from fire, water, explosion or theft, whether or not caused in any such case by the wilful act or negligence on the part of the Agent or his servants or agents;
  - 3) to the Customer for the amount of the penalty required to be paid by the Customer further to the provisions of Section 243T of the *Customs Act 1901* or for any loss, damage, expense or additionally costs incurred by the Customer by reason of its obligation to pay any such penalty, whether or not liability for the payment thereof results directly or indirectly from the negligence of the Agent or its servants or agents, or the lack of due care and skill exercised by them or any of them;
  - 4) to the Customer for any loss, damage, expense or additional costs arising or resulting directly or indirectly from any statement, information, forecast, prediction or advice made or given, whether negligently or otherwise, in relation to the liability of the Customer to pay any customs duty in relation to the Goods or as to the particular tariff or classification applicable thereto under any Act whether Federal or State affecting customs duties or customs tariffs or any ordinances or regulations made thereunder and in force from time to time; or
  - 5) to the Customer for any loss, damage, expense or additional costs arising or resulting directly or indirectly from the application of an incorrect tariff classification under the Customs Tariff Act or the incorrect valuation pursuant to Division 2 of Part V111 of the Customs Act or the incorrect application of a Tariff Concession Order or the making of any other error or omission by the Agent (whether negligently or otherwise) under the *Customs Act*, the *Customs Tariff Act* or any other legislation affecting the importation or exportation of Goods including any by-laws or regulations made thereunder.
9.
  - 1) In the case of Goods with a value exceeding Two Hundred dollars (\$200.00) per package or unit or the equivalent of that sum in other currency, the value will not be declared or inserted in a Bill of Lading for the purpose of extending the Shipowner's liability under Article (IV), Rule 5 of the *Sea-Carriage of Goods Act 1924*.
  - 2) In the case of carriage by air, no option or declaration of value to increase air-carrier's liability under the Civil Aviation (Carrier's Liability) Act 1959, Article 22(2) of the first schedule will be made.
  - 3) In all other cases where there is a choice of tariff rates according to the extent of liability assumed by the carriers, warehousemen or others no declaration of value (where optional) will be made for the purpose of extending liability, and the Goods will be forwarded or dealt with at the Customer's risk for minimum charges.
10. Instructions to collect on delivery (C.O.D.) in cash or otherwise are accepted by the Agent upon the condition that the Agent in the matter of such collection will be liable for the exercise of reasonable diligence and care only.
11. Where the Goods are perishable and are not taken up immediately upon arrival or are insufficiently or incorrectly addressed or marked or otherwise not identifiable, they may be sold or otherwise disposed of with or without notice to the Customer and payment or tender of the net proceeds of any sale after deductions of all costs, expenses and charges of whatever kind incurred by the Agent in effecting such sale or disposal shall be equivalent to delivery.
12. Where the Goods are non-perishable and cannot be delivered either because they are not collected or accepted by the consignee they may be sold or returned at the Agent's option at any time after the expiration of 21 days from a notice in writing sent to the Customer and to the address which the Customer gave to the Agent on delivery of the Goods. All costs, charges and expenses of whatever kind incurred by the Agent arising in connection with the sale or return of the Goods shall be paid by the Customer. A communication from the Agent or its agent to the effect that the Goods cannot be delivered for any reason shall be conclusive evidence of that fact.
13. The Customer warrants that the Goods are not noxious, dangerous, hazardous, inflammable, explosive or likely to cause damage. In the event of breach of this warranty the Customer shall be liable for any loss, damage, expense or additional costs caused thereby and shall indemnify and keep indemnified the Agent against all damages, loss, penalties, claims, costs and expenses incurred by the Agent in connection therewith. In the event that the Goods are found to be noxious, dangerous, hazardous, inflammable, explosive or likely to cause damage they may be destroyed or otherwise dealt with at the sole discretion of the Agent or any other person in whose custody they may be at the relevant time. If such Goods are accepted under arrangements previously made in writing they may nevertheless be destroyed or otherwise dealt with if they become dangerous to other Goods or property. The expression "Goods likely to cause damage" includes Goods likely to harbour or encourage vermin or other pests and all such Goods as fall within the definition of noxious, dangerous, hazardous, inflammable, explosive Goods or Goods likely to cause damage in the legislation governing carriage by rail in the States and Territories of Australia.
14. Pending forwarding and delivery, the Goods may be warehoused or otherwise held at any place or places when deemed necessary at the sole discretion of the Agent at the Customer's risk and expense.
15. Notwithstanding any prior dealings between the Agent and the Customer or any rule or law or equity or provision of any statute or regulation to the contrary, contracts, documents and other matter (including cash, cheques, bank drafts and other remittances) sent to the Agent through the post shall be deemed not to have been received by the Agent unless and until they are actually delivered to the Agent by the postal authorities to its office address or placed in the Agent's post office box, if so addressed.
16. The Agent shall be under no obligation to make any declaration to, or to seek any special protection or cover from, the Department of Railways or railways authority in any State of the Commonwealth of Australia or any airline or road transport authority in respect of any Goods falling within the definition by that body,
  - a) of noxious, dangerous, hazardous, inflammable, explosive Goods likely to cause damage; or
  - b) of Goods liable to be stored in the open
17. The Agent shall have no obligation to take any action in respect of any Goods which may be recognisable as belonging to the Customer unless it has received suitable instructions relating to such Goods together with all necessary documents. In particular the Agent shall not be obliged to notify the Customer of the existence or whereabouts of the Goods or to examine them or to take any other steps for their identification, protection or preservation or for the preservation of any claim by the Customer.
18. In the event that the Goods are landed from any vessel in a damaged or pillaged condition and it is necessary for an examination to be held or other action to be taken by the Agent in respect thereof no responsibility shall attach to the Agent for any failure to hold such examination or take any other action.
19. It shall be in the entire discretion of the Agent to decide at what time to perform any or all of the various acts which may be necessary for the completion of its services in relation to any particular matter. The Agent shall have no liability or responsibility by virtue of the fact that there may be a change in the rate of duty, wharfage, freight, railage or cartage, or any other tariff, before or after the performance by the Agent or any act involving a less favourable rate or tariff, or by virtue of the fact that a saving may have been effected in some other way had any act be performed at a different time and whether its performance of any of the acts are aforesaid is delayed or precipitated through the negligence of the Agent nor his servants or agents or howsoever caused.
20. The Agent shall under no circumstances be concluded from raising a debit in respect to any fee or disbursements lawfully due to it, notwithstanding the fact that a previous debit or debits (whether excluding or partly including the items now sought to be charged) had been raised and whether or not any notice was given that further debits were to follow.
21. Wherever it is necessary, for the purpose of these conditions or any other purpose whatsoever, for instructions to be given to the Agent, such instructions shall only be recognised by the Agent as valid if given in sufficient time in the light of the circumstances in relation to the matter in question; standing or general instructions, or instructions given late, even if received by the Agent without comment, shall not be binding upon the Agent.
22. Without prejudice to the rights of the Agent at common law the Goods (and all documents relating thereto) which come into the possession or under the control of the Agent shall be subject to a special and general lien and pledge for monies due to the Agent in respect of services and/or disbursement relating to the Goods; and for any other indebtedness to the Agent including any amount which the Agent or its nominees should be liable to pay under the terms of the Customs Act whatever cause by the Customer, consignor, owner or consignee of the Goods.
23. It is expressly agreed that no servant or agent of the Agent shall be under any liability to the Customer for any loss, damage or delay of whatsoever kind arising directly or indirectly for any act, neglect or default on its part while acting in the course of or in connection with its employment in relation to the Goods and without prejudice to the generality of the foregoing provisions in this clause every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Agent shall also be available and shall extend to protect each and every such servant or agent of the Agent as aforesaid and for the purposes of this clause the Agent is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be its servants or agents from time to time and all such persons shall to this extent be or be deemed to be parties to this agreement.
24.
  - 1) This agreement and any collateral agreements made by the Agent with the Customer wherever made shall be governed and construed according to the laws of the States of Australia in which this agreement is entered into and shall be subject to the exclusive jurisdiction of the Courts of the said State.
  - 2) In the event that this or any other such agreement shall be held to be subject to the laws of the Commonwealth of Australia or of any particular State of the Commonwealth or any other legislature then, except where repugnant to the provision of those laws, these 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.
  - 3) All the rights, immunities and limitations of liability contained herein shall continue to have their full force and effect in all circumstances notwithstanding any breach of any term or condition hereof or any collateral agreement by the Agent.
  - 4) The Customer expressly warrants and represents that all or any services to be supplied by the Agent and acquired by the Customer pursuant to this agreement are so supplied and acquired for the purposes of a business, trade, profession or occupation carried on or engaged in by the Customer.
  - 5) In the interpretation of this Agreement singular shall include the plural and vice versa; words importing one gender shall mean and include each other gender; and words importing corporations mean and included natural persons and vice versa.
25. No agent or employee of the Agent has the authority to alter or vary these trading conditions unless such alteration or variation is approved in writing by the Agent.
26. The Customer unconditionally and irrevocably acknowledges and agrees that until the Customer pays in full all of the Agent's entitlements referred to in these trading conditions, the Agent has a lien (and these trading conditions will be effective to create that lien without the need for any further documents) over all Goods accepted by the Agent on behalf of the Customer. If the Agent gives 14 days notice to the Customer requiring payment of the Agent's entitlement after they become due and payable and the Customer does not comply with that notice, the Agent is authorised to sell the Goods as the owner of the Goods and apply the proceeds of sale towards all amounts owing by the Customer to the Agent.
27. These conditions shall only be varied by notice in writing by the Agent given to the Customer.