

TRADING CONDITIONS

THESE CONTRACTUAL CONDITIONS APPLY TO ALL SERVICES PROVIDED BY Sealink Logistics (13101712771)
These trading conditions including provisions, which change, reduce or exclude entirely rights which you ("the Customer") might otherwise have. You should read these terms carefully.

"Goods" are any goods or items which are the subject of the services provided by the Company to the Customer under this or any other Agreement. "Company" being Sealink Logistics. "Services" are 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 company for the Customer

1. The Company carries on business as a customs & forwarding agent. All Services provided by the Company are governed solely by these terms & conditions which shall prevail over the Customer's terms & conditions & any terms & conditions contained in any transport document including any bill of lading, waybill or consignment note. The Company is not a common carrier & will accept no liability as such. The Company may refuse at its sole & absolute discretion to accept any Goods for carriage without assigning any reason.
2. Subject to express instructions in writing given by the Customer & accepted by the Company in writing, the Company reserves to itself complete freedom to decide upon the means, route & procedure to be followed in the handling, storage & transportation of the Goods & is entitled & authorised to engage independent third parties to perform all or any of the functions required of the Company upon such terms & conditions as the Company in its absolute discretion may deem appropriate.
3. The Company is entitled to retain & be paid all brokerages, commissions, allowances & other remunerations customarily retained by or paid to shipping & forwarding agents & (where the Company accepts specific instructions under clause 6 of these conditions to effect insurance) insurance brokers whether declared or otherwise & no 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 & may at any time reweigh, remeasure or revalue the Goods (or request same) & charge additional fees accordingly.
4. Quotations are given on the basis of immediate acceptance & subject to the right of withdrawal or revision by the Company. If any changes occur in the rates of freight, insurance premiums, warehousing, statutory fees or any other charges applicable to the Goods, quotation & charges are subject to revision accordingly and will apply to the Services with 14 days' prior written notice to the Customer.
5. The Customer, consignor & consignee of the Goods, & their respective agents, if any, shall be bound by & be deemed to warrant the accuracy of all descriptions, values & other particulars furnished by any one or more of them to the Company for customs, quarantine, consular & other purposes & shall be liable for any duty, tax, impost, penalty or outlay of whatever nature levied by the authorities at any port or place for or in connection with the Goods & for any payment, fine, penalty, expense, loss or damage made, incurred or sustained by the Company in connection therewith, arising by reason of any inaccuracy or omission of any such description, value or other particular & to indemnify the Company against any such loss, damage expense fine, or penalty arising from any such inaccuracy or omission.
6. The Company does not issue insurance for the Goods. Upon request, the Company will provide the Customer with the contact details of insurance companies / brokers so that the Customer can obtain insurance from them directly.
7. (1) Subject to clause 24(2) and any compulsory applicable international conventions or national laws, the Goods are at all times at the risk of the Customer and not of the Company and the Company, its servants, agents and subcontractors shall not be responsible in tort or contract or bailment or statute or otherwise for any, and the consequences of any, loss or damage to or deterioration of the Goods or misdelivery or failure to deliver or delay in delivery of the Goods or failure to provide or delay in providing the Services for any reason whatsoever howsoever caused (including but not limited to the negligence or breach of contract, or wilful act or default of the Company). This clause shall apply to all, and the consequences of all, such loss of or damage to or deterioration or destruction of the Goods or misdelivery of failure to deliver or delay in delivery of the Goods or failure to provide or delay in providing Services, whether or not the same occurs in the course of performance by or on behalf of the Company of the Services or events which are in the contemplation of the Company and/or the Customer or events which are foreseeable by them or either of them or events which could constitute a breach of these Conditions. The Customer agrees to indemnify the Company in respect of any claims made by third parties arising out of or concerning the provision of Services by the Company & the following matters are expressly covered by this limitation of liability & indemnity:
 - (7A) any liability to pay duty that would not have otherwise been payable or any penalties (including penalties imposed directly on the broker, his servants or agents as a result of their reliance on incorrect information provided by the Customer, consignor or consignee of the Goods, or their respective agents;
 - (7B) any liability concerning the making of any statement, forecast, information or giving advice in relation to the liability of the Customer to pay customs duty;
 - (7C) any liability in respect of the loss, misdelivery, deterioration, non-delivery, contamination, evaporation or damage to the Goods or consequential loss arising therefrom however caused;
 - (7D) any loss or depreciation of market attributable to delay in forwarding the Goods or failure to carry out instructions of the Customer;
 - (7E) loss, damage, expense or additional cost arising from or in any way connected with marks or brands on, weight, numbers, content, quality, description of the Goods;
 - (7F) loss or damage resulting from fire, water, explosion or theft.(2) The Company shall not be liable in any event for any special, incidental, or consequential damages, including, but not limited to, loss of profits, income, utility, interest, or loss of market, whether or not the Company had knowledge that such damage might be incurred.
(3) The Company shall not be liable to the Customer for any breach or failure to perform its obligations under these Conditions or any damage or loss to Goods resulting from one of the following:
 - (a) perils, dangers and accidents of the sea or other navigable waters;
 - (b) act of God;
 - (c) act of war;
 - (d) act of public enemies;
 - (e) arrest or restraint of princes, rulers or people, or seizure under legal process;
 - (f) strikes or lock-outs or stoppage or restraint of labour from whatever cause, whether partial or general;
 - (g) riots and civil commotions;
 - (h) saving or attempting to save life or property at sea; or
 - (i) any other cause whatsoever or howsoever 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 agents and servants of the Company.(4) In all cases where these Trading Conditions, statute, international convention or otherwise do not exclude the liability of the Company, the liability of the Company whatsoever and howsoever caused shall be limited to whichever is the lesser between the value of the Goods the subject of these Conditions at the time the Goods were delivered to the Customer or A\$1,000.
(5) The liability of the Company arising out of any one incident for breach of any guarantees under the Competition and Consumer Act 2010 and the Australian Consumer Law, or comparable legislation in each of the States and Territories of Australia, or howsoever arising, is limited to any of the following as determined by the Company:
 - (a) the supplying of the Services again; or

- (b) the payment of the cost of having the Services supplied again; or
8. (c) the value of the Goods the subject of these Trading Conditions at the time the Goods were received by the Company. The Customer undertakes that neither it, nor any other party that has an interest in the Goods or Services, shall bring any claims against any party that has provided all or any part of the Services (including any sub-contractor, principal, employer, employee or agent of the Company) & where any such claims are made by the Customer or any other interested party, the Customer undertakes to indemnify all parties against whom the claims are made (including the Company) against any loss & damage that may be suffered as a result of such claims.
9. (1) The Customer agrees that the value 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 carrier's liability under the Carriage of Goods by Sea Act 1991 except upon express instructions given in writing by the Customer.
- (2) In the case of carriage by air, no option or declaration of value to increase air-carrier's liability under Article 22(2) of the First Schedule to the Civil Aviation (Carrier's Liability) Act 1959, will be made except on express instruction given in writing by the Customer.
- (3) In all other cases where there is a choice of charges by carriers, warehousemen or others according to the extent of the liability assumed by the carriers, warehousemen or others no declaration of value (where optional) will be made for the purpose of extending liability, & the Goods will be forwarded or dealt with at the Customer's risk for minimum charges, unless express instructions in writing to the contrary are given by the Customer.
10. The Company may in its absolute discretion refuse instructions to collect on delivery (COD) in cash or otherwise. Where the Company does accept such instructions its only obligation to the Customer is to use reasonable diligence & care in such collection. **THE COMPANY IS NOT LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM SUCH INSTRUCTIONS OR SUCH COLLECTION WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE.**
11. (1) Where the Goods are perishable & 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, consignor, owner or consignee of the Goods & payment or tender of the net proceeds of any sale after deduction of all costs, expenses & charges incurred by the Company in effecting such sale or disposal shall be equivalent to delivery.
- (2) Where the Goods are non-perishable & cannot be delivered either because they are insufficiently or incorrectly addressed or marked or otherwise not identifiable or **because they are not paid for by the Customer within 7 days of delivery (by any means) by the Company of the Company's invoice in relation to the Goods** or not collected or accepted by the Customer or consignee & **the Company's invoice in relation thereto paid the Goods** may be sold or returned at the Company's option at any time after the expiration of **7 days from delivery by the Company of the Company's invoice to the Customer** at the address which the customer gave the Company for the delivery of the goods, **such invoice shall constitute Notice of the Company's intention to sell or return, (whatever the case may be).** All costs, charges & expenses incurred by the Company & arising in connection with the sale or return of the Goods shall be paid by the Customer. A communication from the Company or its agent to the effect that the Goods cannot be delivered for any reason shall be conclusive evidence of that fact.
- (3) In respect of sub-clauses 11(1) & (2) above, the Company sells or otherwise disposes of such Goods as principal & not as agent & is not trustee of the power of sale.
12. The Customer warrants that:
- (a) it has complied with all laws & regulations relating to the nature, condition, packaging, handling, storage & carriage of the Goods;
- (b) the Goods are packed to withstanding ordinary risks of handling storage & carriage, having regard to their nature; &
- (c) the goods are not noxious, dangerous, hazardous, inflammable, explosive or likely to cause damage.
- In the event of a breach of this warranty the Customer shall be liable for any resulting loss or damage suffered & shall indemnify & keep indemnified the Company, its servants & agents against all loss & damage incurred by the Company in connection therewith. In the event that the Goods are found to be noxious, dangerous, hazardous, inflammable, explosive or likely to cause damage they may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time. If such Goods are accepted under arrangements previously made in writing they may nevertheless be destroyed or otherwise dealt with if they become dangerous to other goods or property. The expression "goods likely to cause damage" includes goods likely to harbour or encourage vermin or other pests & all such goods as fall within the definition of hazardous & dangerous goods in the legislation governing carriage by rail in the States & Territories of Australia.
13. Pending forwarding & delivery, the Goods may be warehoused or otherwise held at any place or places at the sole discretion of the Company at the Customer's risk & expense.
14. Notwithstanding any prior dealings between the Company & the Customer or any rule of law or equity or provision of any statute or regulation to the contrary, contracts, documents & other matter (including cash, cheques, bank drafts & other remittances) sent to the Company through the post shall be deemed not to have been received by the Company unless & until they are actually delivered to the Company to its office address or placed in the Company's post office box, if so addressed.
15. The Company 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 or any airline or road transport authority in respect of any Goods falling within the definition of that body:
- a. of dangerous or hazardous goods; or
- b. of goods liable to be stored in the open,
- unless written instructions to that effect are given to the Company by the Customer.
16. The Company 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 Company 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 or any other party against the carrier, insurer or any third party.
17. If the Goods are landed from any vessel in a damaged or pillaged condition & an examination might be held or other action taken by the Company in respect of 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.
18. The Company reserves complete freedom to decide the manner or procedure to be adopted for any or all of the various acts which 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 & 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 special instructions. **THE COMPANY SHALL HAVE NO LIABILITY OR RESPONSIBILITY BY VIRTUE OF THE FACT THAT THERE MAY BE A CHANGE IN THE RATES OF DUTY, WHARFAGE, FREIGHT, RAILAGE OR CARTAGE, OR ANY OTHER TARIFF BEFORE OR AFTER THE PERFORMANCE BY THE COMPANY 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 BEEN PERFORMED AT A DIFFERENT TIME & WHETHER ITS PERFORMANCE OF ANY OF THE ACTS AFORESAID IS DELAYED OR PRECIPITATED THROUGH THE NEGLIGENCE OF THE COMPANY OR ITS SERVANTS OR AGENTS OR HOWEVER CAUSED.**
19. The Company shall under no circumstances be precluded from raising a debit in respect of any fee or disbursements lawfully due to it, notwithstanding that a previous debit or debits (whether excluding or partly including the items now sought to be charged) had been raised & whether or not any notice was given that further debits were to follow.

20. Wherever it is necessary, for the purpose of these conditions or any other purpose whatever, for instructions to be given to the Company, such instruction will be valid only if given in writing, acknowledged by the Company in writing & 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 of more transaction 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.
21. (1) The Company, its servants or agents shall have a special & general lien on the Goods &, **subject to Clause 11 (2)** hereof, a right to sell the Goods whether by public or private sale or auction without notice, for freight, demurrage, detention charges, duty, fines, penalties, salvage, average of any kind whatsoever & without limitation & for any & all debts, charges, expenses or other sums due & owing by the Customer & it's affiliates or the Customer's principals, servants or agents; in addition the lien shall cover the costs & expenses of exercising the lien & such a sale including **the Company's legal fees on a complete indemnity or solicitor & client basis**. The lien & rights granted by this clause shall survive delivery of the Goods & the Company shall be entitled to retain the proceeds of sale of the Goods in respect of any outstanding amounts referred to in this clause.
- (2) The Customer grants a security interest (as defined in the Personal Property Securities Act) in favour of the Company in all Goods and Equipment as security for the performance by the Customer of its obligations under these Conditions (the Security Interest). The Security Interest may be enforced by the Company if the Customer breaches any obligation under these Conditions. The Customer acknowledges and agrees that the Company may register the Security Interest on the Personal Property Securities Register against the Customer. The Customer agrees that the Security Interest has priority over any other interest the Customer may have in the Goods and Equipment.
22. Any claim for loss or damage to the Goods must be notified in writing to the Company within seven (7) days of delivery of the Goods or of the date upon which the Goods should have been delivered. The absence of such notice shall be prima facie evidence of the delivery of the Goods by the Company to or as instructed by the Customer in good order and condition. In any event, the Company shall be discharged from all liability whatsoever in connection with the Services &/or the Goods unless proceedings are commenced and served within nine months from delivery of the Goods (or from when they should have been delivered) or of the completion of the Services, or, in cases where the Services were not provided or the Goods were not delivered, the date upon which the Services should have been completed or the Goods or Equipment should have been delivered, whichever is the earliest..
23. Unless otherwise stated, all charges quoted are exclusive of the Goods & Services Tax imposed under the A New Tax System (Goods & Services Tax) Act 1999 or similar legislation ("GST"). The Customer shall be responsible for payment of any GST liability in respect of the Services as provided by the Company or by third parties which shall be payable at the same time as the GST exclusive consideration. The Company agrees to provide the Customer with a tax invoice to enable the Customer to claim input tax credits.
- 24 (1) This agreement & any collateral agreements made by the Company with the Customer wherever made shall be governed & construed according to the laws of the State of Australia in which this agreement is entered into & shall be subject to the exclusive jurisdiction of the Courts of the said State.
- (2) If this agreement is held to be subject to the laws of the Commonwealth of Australia or of any particular State or any other legislature then these conditions shall continue to apply & shall be void only to the extent that they are inconsistent with or repugnant to those laws & no further. Nothing in these Conditions is intended to have the affect of contracting out of any applicable provisions of the Competition and Consumer Act 2010 and the Australian Consumer Law, or comparable legislation in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable. If any legislation is compulsorily applicable to any business undertaken, these Conditions shall, as regards such business, be read as subject to such legislation, and nothing in these Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation, and if any part of these Conditions be repugnant to such legislation to any extent, such part shall as regards such business be overridden to that extent and no further.
- (3) All the rights, immunities & limitations of liability contained herein shall continue to have their full force & effect in all the circumstances notwithstanding any breach of any term or condition hereof or any collateral agreement by the Company.
- (4) Unless written notification to the contrary is given by the Customer to the Company at or prior to entering into this agreement the Customer expressly warrants & represents that all or any Services to be supplied by the Company & acquired by the Customer pursuant to this agreement are so supplied & 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 the singular includes the plural & vice versa; words importing one gender mean & include each other gender; & words importing corporations mean & include natural persons & vice versa.
- (6) No agent or employee of the Company has the authority to waive or vary these trading conditions unless such waiver or variation is approved in writing by the Company.
- (7) Where any provision (or part thereof) of these terms & conditions is held by a Court to be unenforceable, it shall in no way affect or prejudice the enforceability of any other term or condition herein.

IMPORT DELIVERY ORDER TERMS & CONDITIONS

25. These terms & conditions form part of the Carrier's Applicable Bill of Lading terms. "Carrier" means the party identified in the Bill of Lading as the carrier. "Bill of Lading" means the bill of lading pursuant to which the goods have been carried by the forwarder, its selected / nominated carrier & or its agent.

"Equipment" means any container or other equipment used to carry or package the Goods.

"User" includes the Merchant & any person collecting this Delivery Order.

1. The Equipment is loaned to the User on the terms & conditions of the Bill of Lading & as provided herein.
2. The User hereby acknowledges that the Equipment referred to in this Delivery Order is received in good order & condition except as noted herein & that he has satisfied himself as to the condition of the Equipment & as to its suitability & fitness for the purposes for which he requires the Equipment. All conditions & warranties other than those expressed herein are hereby excluded.
3. The User shall complete promptly & expeditiously the use for which the Equipment has been loaned & shall return the Equipment safely & expeditiously to the Company at the place received or such other place or places as the Company may designate in the same order & condition as at the commencement of the loan.
4. The User shall not permit the Equipment to go out of his possession, use or operation without the consent of the Company in writing & the user shall be responsible to the Company for the performance of the terms & conditions herein provided notwithstanding that the Equipment may be in the possession, use or operation of any other person, firm, persons or firms pursuant to the said written consent of the Company.
5. The User shall be responsible to the Company for any loss of or damage to the Equipment occurring whilst the Equipment is in the possession, use or operation by the user or any other person or persons.
6. The User shall indemnify & keep indemnified the Company & shall hold it harmless against any & all claims for loss of or damage to or delay of arrival of the property transported by means of the use, operation or possession of the Equipment.
7. The User shall indemnify & keep indemnified the Company & hold it harmless against any & all loss, damage, liability claims, demands actions, suits, proceedings, costs & expenses including without limitation legal costs suffered or incurred by the Company arising out of or connected with or resulting from injuries to or death of any person or loss of or damage to property of any person arising out of or

connected with or resulting from the use, operation or possession of the Equipment between the commencement of the loan & the return of the Equipment whether caused by negligence of the user or his servants or agents or by the negligence or any other person whatsoever & howsoever arising.

8. The User agrees to pay applicable storage charges to the terminal operator at whose terminal the Equipment, the subject of this Delivery Order is stored beyond the free storage period as notified & at the rates levied by the terminal operator in accordance with the published schedule, copies of which are available upon request from that operator.

9. Where the User, including a customs broker, trucking company, fails to return any Equipment within the free storage period, the applicable detention charges as charged by the respective carrier will apply.

10. The user agrees to pay applicable charges to the Company such as & not restricted to storage, cartage, detention fees, port storage fees, customs under-bond charges; freight under-bond storage in the event that the original house bill of lading has not been presented to the company at the time of container availability from the port of discharge on bill of lading, or in the event any Equipment has not been returned to the Company or the Carrier within the agreed free time.