E TRADE ALLIANCE LOGISTICS TRADING TERMS AND CONDITIONS

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THESE CONTRACTUAL CONDITIONS APPLY TO ALL SERVICES PROVIDED BY
ETRADE ALLIANCE LOGISTICS (ETA LOGISTICS), ABN 17 164 723 451
All and any business undertaken by E TRADE ALLIANCE LOGISTICS (ETA LOGISTICS) (here in after called "ETAL") is transacted subject to the conditions here in after set out, each of which shall be deemed to be incorporated in and to be a condition of any agreement between ETAL and its customers.
These Trading Conditions including provisions entirely change, reduce or exclude rights that you ("the Customer") might otherwise have.

DEFINITIONS AND INTERPRETATION

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1. DEFINITIONS:

In these Trading Conditions, the following defined terms will have the following defined meanings.

(1) ABN means the Australian Business Number of the Customer pursuant to the GST Law

(2) ACS means the Australian Customs Service

(3) Agreement means these Trading Conditions

(4) AQIS means the Australian Cusrantine Inspection Service

(5) Assest means all assets, goods, documents and records of the Customer held by ETAL as part of the contractual terms and trading conditions for the appointment of the Company, and include, without limitation, the Goods

(6) ATO means the Australian Taxantion Office

(7) Authorisation means the appointment and authorisation of ETAL to act on behalf of the Customer on the terms an conditions of this Agreement.

norisation means the ons of this Agreement

conditions of this Agreement (8) Authorised Signatory means the party who signs the Authorisation on behalf of the Customer (9) Business Day means any day that is not a Saturday or Sunday on which banks are open for general banking

(9) Business Link) means any roay tires is not a solutionary to solution or control to the business in Melbourne

(10) Carriage means 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

(11) Carrier means any party involved in the carriage of Goods whether by airfreight, seafreight or land transport

(12) Company means as holder of Customs Brokers Licence number [] and the nominees, agents, sub-agents a

Italiate to it a specific impeasin series, wherea by an access of man unapplications (1) Company means as holder of Customs Brokers Licence number [] and the nominees, agents, sub-agents and employees of Fire Teal. The customer named in the Authorisation and will include all employees, officers, agents and contractors of the Customer means the customer named in the Authorisation and will include all employees, officers, agents and contractors of the Customer the Customer named in the Authorisation and will include all employees, officers, agents and contractors of the Customer of the

any Government Authorities; and to enter into contracts carriage, import, export or transportation of the Goods. (31) Standards means:

(31) Standards means:
(a) Australian Standard ASNZS ISO 9001:2000 in relation to the operation of the Company's business; and
(b) Australian Standard ASNZS ISO 9001:2000 in relation to occupational health and safety in the provision of the
Services
(32) Sub-contractor means any third party appointed by ETAL to assist in the provision of the Services
(33) Supply means the same as in the GSTL aw
(34) Tazable Supply means any Supply under these Conditions in respect of which ETAL is or may become liable to

pay GST
(35) Vessel means any vessel, vehicle or aircraft used to effect carriage of the Goods, whether by sea, land or air.
2. INTERPRETATION
(1) These Trading Conditions and any collateral agreements made by ETAL with the Customer wherever made shall be governed and construed according to the laws of the State of Australia in which this agreement is entered into any

be governed and construed according to the laws of the State 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) If these Trading Conditions are 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 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 the circumstances notwithstanding any breach of any term or condition hereof or any collateral agreement by ETAL and notwithstanding that the Services have been provided, the Goods delivered as directed by the Customer or this Authorities beginned and the contrained.

ETAL and notwithstanding that the Services have been provided, the Goods delivered as directed by the Customer of the Authorisation having expire or been terminated.

(4) Unless written notification to the contrary is given by the Customer to ETAL at or prior to entering into these Trading Conditions the Customer expressly warrants and represents that all or any Services to be supplied by ETAL 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 these Trading Conditions the singular includes the plural and vice versa; words importing one gender mean and include each other gender; and words importing corporations mean and include natural neverons and vice versa.

persons and vice versa.

(6) No agent or employee of ETAL has the authority to waive or vary these Trading Conditions unless ETAL approsults waive or vary these Trading Conditions unless ETAL approsults waive or vary these Trading Conditions unless ETAL approsults waive or vary these Trading Conditions unless ETAL approsults waive or vary these Trading Conditions unless ETAL approsults waive or vary these Trading Conditions unless ETAL approsults waive or vary these Trading Conditions unless ETAL approsults waive or vary these Trading Conditions unless ETAL approsults waive or vary these Trading Conditions unless ETAL approsults waive or vary these Trading Conditions unless ETAL approsults waive or vary these Trading Conditions unless ETAL approsults waive or vary these Trading Conditions unless ETAL approsults waive or vary these Trading Conditions unless ETAL approsults waive or vary these Trading Conditions unless ETAL approsults waive or vary these Trading Conditions unless ETAL approximations are the properties of the trading Conditions with the trading Conditions unless the trading Conditions are the trading Conditions and the trading Conditions waive or vary the trading Conditions are the trading Conditions and the trading Conditions are the trading Conditions and the trading Conditions are the trading Conditions and the trading Conditions are the trading Conditions are the trading Conditions and the trading Conditions are the trading Conditions and the trading Conditions are the trading Conditions ar

such wave or or other times the durulinary to waive or vary these Irading Conditions unless ETAL approves such waive or or ordition in writing.

(7) Where any provision (or part thereof) of these Trading 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.

(8) References to clauses are references to clauses in the Trading Conditions.

(9) Headings have no effect on interpretation of the Trading Conditions.

(10) Terms on defined in these Trading Conditions will have the same meaning as defined in the Customs Act.

3. APPLICATION

1 and 2 will apply to the Trading Condition

TRADING CONDITIONS

NATURE OF SERVICES

(1) ETAL carries on business as a locensed Customs Broker and forwarding agent. All Services provided by ETAL are opvered solely by these Trading Conditions which, shall prevail over the Customer's terms and conditions and any terms and conditions contained in any transport document including any bil of lading, waybill or consignment note except to the settent provided for in these Trading Conditions. ETAL is not a common ceriar end will accept no liability as such. ETAL may refuse at its sole and absolute discretion to accept any Goods for carriage without assigning any

reason.
(2) No modification amendments or other variation of the Trading Conditions shall be valid and binding on ETAL

(2) No modification amendments or other variation of the Trading Conditions shall be valid and binding on ETAL unless made in writing and duly executed by and on behalf of the Company.

(3) ETAL 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 deated or requires transport outside and beyond the terms provided for in that convention, statute, law, bill of lading or airway bill then the Customer may be required to enter into a further contractual agreement with the forwarder or carrier, or where the transport was unforseen, the limitation of liability provisions in place for the foreseen transport will elected to the unforeseen transport of that kind.

ACCEPTANCE OF TRADING CONDITIONS

(4) All and any business undertaken by E TRADE ALLIANCE LOGISTICS (ETA LOGISTICS) is transacted subject to cur Trading Conditions, copies which are available on request.

COMMUNICATIONS WITH THE COMPANY

COMMUNICATIONS WITH THE COMPANY

(5) Wherever it is necessary, for the purpose of these Trading Conditions or any other purpose whatever, for instructions to be given to the Company, such instructions will be valid only if given in writing, acknowledged by ETAL in writing and given in sufficient time in all the circumstances for ETAL reasonably to be able to adopt the instructions. Standing or general instructions, or instructions given the comment, shall not be binding upon the Company, IETAL 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 ETAL to adopt late instructions will constitute an acceptance by ETAL or affect the validity of those instructions.

or affect the validity of those instructions.

(6) Notwithstanding any prior dealings between ETAL and the Customer or any rule of law or equity or provision of any statute or regulation to the contrary, or any contracts, documents and other matter (including cash, cheques, band drafts and other remittenes) sent to ETAL through the post shall be deemed not have been received by ETAL unless and until they are actually delivered to ETAL at its office address or placed in the Company's post office box, if

ETAL may charge by weight, measurement or value and may at any time reweigh, remeasure or revalue the Goods (or request same) and charge additional fees accordingly. (10) Qualations as to Fees and other charges are given on the basis of immediate acceptance and subject to the right of withdrawal or revision by the Company, Quotations are valid only for the specified weight and volume ranges quoted and for the designated services and standard of services quoted. If any changes occur in the rates of freight, insurance premiums, warehousing, statutory fees or any other charges applicable to the Goods, quotation and charges are subject to revision accordingly with or without notice to the Customer. (1) ETAL shall under no circumstances be preduded from rasing a debth in respect of any fee or disbursements lawfully due to it, notwittsanding that a previous debt or debts (whether excluding or party 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. (12) This clause 12 applies if ETAL is or may become liable to pay GST in relation to any Supply under these Trading Conditions.

Conditions.

(1) Unless otherwise stated, all charges quoted are exclusive of the GST imposed under the GST Law.

(2) The Customer shall be responsible for payment of any GST liability in respect of the Services as provided by ETAL or by third parties or Sub-contractors which shall be payable at the same time as the GST-exclusive consideration.

(3) The Customer must also pay GST on the Taxable Supply to the Company, caculated by multiplying the GST

(3) The Customer must also pay GS1 on the Taxable Supply to the company, cacuarated by musupying use Societies consideration by the GS1 Fate.

(4) GST shall be payable by the Customer without any deduction or set-off for any other amount at the same time as the GST exclusive consideration is payable.

(5) ETAL agrees to provide the Customer with a Tax Invoice to enable the Customer to claim Input Tax Credit.

(6) If the Customer defaults in the payment on the due date of any amount payable under this subclause 12(2) then without prejudice any other remedies of ETAL and upon demand by the Company, the Customer shall pay to ETAL an amount equal to the amount of any damages or interest or additional GST that may become payable by ETAL due to the Arefault of the Customer.

will out prejoide to ally other lefteress or FLA, and upon criticated by the Company, the Customer shall pay to FLA. due to the default of the Customer.

If an amount equal to the amount of own damages or interest or additional 6ST that may become payable by EFLA due to the default of the Customer.

If all amounts due to EFLA in Australia are payable in Australian dollars. ETAL is entitled to charge a currency conversion premium when converting receivables into Australian currency.

If all amounts payable due under any agreement between ETAL and the Customer (including, without limitation, amounts payable by pursuant to subclause 18 (1) or fees payable for Services provided by the Company, are not made within seven days of the due date, the Customer will be in default and without limiting any other rights of the Company, be way of liquidated damages, interest at the rate of 24 per cent per annum on the amount outstanding calculated from the due date until payment is made in full. ETAL may take any legal proceedings to recover amounts owing pursuant to these Trading Conditions.

If SETAL reserves the right to offset any amounts receivable from the Customer against any amounts payable to that Customer or any company affiliated with the Customer and the Customer. This right exists irrespecture of the date the liability has been created or debt incurred with the Company, (16)(1) The Company, its severants or against shall have a special and general lien on the Assets and a right to sell the Assets whether by public or private sale or auction without notice, for freight, denurrang, detention charges, duly, fines, penalties, salvage, average of any kind whatsoever and without limitation and for any and all debts, charges, expenses or other sums due and owing by the Customer or the Customer's principals, severants or against and the lien shall cover the costs and expenses of exercisions with lien of any and all debts, charges, expenses or other sums due and owing by the Customer or the Customer's principals, severants ited at in tights gattered by its soutcauser of () shall survive developed to the Assets and Errich stand estimated to team the proceeds of sale of the Assets in respect of any outstanding amounts referred to in this clause. (2) ETAL sells or otherwise disposes of such Assets pursuant to subclause 16(1) as principal and not as agent and is not the trustee of the power of sale. (3) The lien created by subclause 16(1) does not limit or exclude any other liens which arise by operation of law or

pursuant to any Lave.

WARRANTES BY THE CUSTOMER

(17)(1) The Customer (on behalf of Iself, the consignor and the consignee) warrants to ETAL that:
(a) it will provide all documents, information and assistance required by ETAL to comply with the requirements of the Government Authorities in an accurate and timely fashion as required by those Government Authorities;
(c) it will obscerve all provisions of any Government Authorities;
(c) it will obscerve all provisions of any Government Authorities;
(e) it the so complied with all laws and regulations of any Government Authorities relating to the nature, condition, anakanion handlings, storage and according to the source of the Government Authorities relating to the nature, condition, anakanion handlings, storage and carriage of the Goods including all Laws prescribed by the RSA;

(u) it will maint as comisential the terms of the Authorisation and these Trading Conditions; (e) it has complied with all laws and regulations of any Covernment Authorities relating to the nature, condition, packaging, handling, storage and carriage of the Goods including all Laws prescribed by the RSA; (f) the Goods are packed to withstand ordinary risks of handling storage and carriage, having regard to their nature; (g) the Goods are not place packed to withstand ordinary risks of handling storage and carriage, having regard to their nature; (g) the Goods and their carriage do not contravene any Laws; (i) ETAL is the legal owner of the Goods or legally entitled to authorise their carriage; and (j) it will notify ETAL of any issue or event than may affect the Company's ability to darber to the Standards in the provision of the Services; (k) it will comply with all Privacy Laws in relation to this Agreement, the Goods and the Services at all times and will notify ETAL of any issue or event them is Agreement of Services of which the Customer should be aware; and (j) it will comply with all Occupational Health and Safety Laws in relation to this Agreement, the Goods and the Services at all times, and will notify ETAL of any issues or requirements under such laws in relation to this Agreement of the Services of which the Customer should be aware, or which may affect the Company's ability to comply either with the Occupational Health and Safety Laws or the Standards.

(2) The Customer acknowledges that a breach or failunce, or which the produce the Consequence acknowledges that a breach or failunce and also to ETAL and the Customer agrees to provide the indemnity to ETAL on account of such penalties or damages pursuant to clause 18. INDEMNITY BY THE CUSTOMER

Without limiting the effect of these Trading Conditions, the Customer agrees to indemnify and keep nified ETAL for:

indemnined ETAL for:
(a) amounts of Customs Duty, GST and other payments made to Government Authorities by ETAL on behalf of the (b) any penalties payable by ETAL (pursuant to a Court order or pursuant to an Infringement Notice) due to the Customer:

(b) ally periatives periative by ETAL (postuain to a count does or pussuant of an inimingenient voluce) due to the Customer.

(i) providing information that is incorrect or misleading.

(iii) orniting to provide material information required to the Government Authorities;

(iii) providing information in a manner which does not enable ETAL to comply with the requirements of the Government Authorities for reporting in prescribed periods; and (iv) failing to provide information or documentation requested by the Company; (iv) representation of the Government Authorities (iv) 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 Government Authorities; (id) penalties associated with providing misleading or december information regarding the status of Goods, whether pursuant to the Trade Practices Act 1974 (Ch) or other legislation; (e) penalties imposed by any RSA for any breach of the laws optiming to the carriage of goods by road; (if) damages payable by ETAL from the failure of the Customer to return any container or transport equipment involv in Carriage in the time required by the contract between ETAL and the supplier or owner of that container or other transport equipment;

(a) demurrage or other charge for detention or failure to return items provided by ETAL pursuant to contracts with

(g) demirage or other charge for detention or ratificity or return times provised by E.I.A. pursuant to contracts with other parties;

(h) liabilities or costs incurred by E.T.A. on behalf of the Customer associated with the transport of Goods 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 E.T.A. in exercising its rights pussant to these Trading Conditions) (i) diamages payable by E.T.A. arising from or contributed to by errors or misrepresentations by the Customer;

(ii) losses or damage incurred by E.T.A. due to a breach by Customs of any of the warranties in this subclause 17(1);

(k) all expenses directly or indirectly incurred arising out of or inconnection with the entry of an officer of any pursuant to the requirements of any Government Authorities and/or inspecting, examining, making copies of, taking extracts of documents on the premises;

(ii) any Customs butly, GST or other charge assessed against E.T.A. in relation to the Goods or Services;

(iii) any customs otherges incurred by E.T.A. pursuant to the recharge sincered by E.T.A. pursuant to the recharge sincered by E.T.A. pursuant to the recharge sincered by E.T.A. pursuant to the charges incurred by E.T.A. pursuant to the indemnity in subclause 18 (1) within 7 days of demand by the Company.

(2) The Customer agrees to pay any amounts claimed pursuant to the indemnity in succlause 16 (1) within 7 days or demand by the Company.

(3) The nature of the indemnity provided pursuant to subclause 18 (1) will include, without limitation, all penalties, liabilities and demanges assessed against ETAL and its officers and employees, together with all legal costs incurred by ETAL (calculated on a solicitor/client basis). The indemnity shall continue in force and effect whether or not the Goods have been pillaged, stolen, lost, damage of or destruction has occurred or been brought about wholly or in part by the negligence or the alleged negligence or any default, omission, neglect or default or any breach of duty of obligation of the Company, its severants or agent.

servants or agents.
(4) ETAL may execute all or any of its rights pursuant to clause 16 to recover any amounts owing pursuant to this clause 18.

INSURANCE INSURANCE

(19) ETAL shall not effect insurance on the Goods except upon receipt 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 ETAL are subject to the usual exceptions and conditions of the policies of the insurer or underwriter taking the risk. At the discretion of ETAL such insurance may name the Customer or owner as insured. In the event of any dispute in regar to liability under any such insurance policy for any reason whatsoever the Customer or other insurer or condemnter only and ETAL shall have no blittly or responsibility in relation to any

STORAGE AND TRANSPORT

(20/1) Subject to express instructions in writing given by the Customer and accepted by ETAL in writing (and without limiting the generality of clauses 7 and 8). ETAL reserves to itself complete freedom to decide upon the means, round procedure to be followed in the handling, storage and transportation of the Goods and is entitled and authorised to engage Sub-contractors to perform all or any of the functions required of ETAL upon such terms and conditions a ETAL in its absolute discretion may deem appropriate. (2) Handling Fees will be added to any charges on shipments and all payments made by ETRADE ALLIANCE LOGISTICS (ETAL OGISTICS) on your behalf and may vary from shipment to shipment. Handling Fees will change from time to time. We will provide details of the Handling Fee applicable on request. (3) Payments made by ETRADE ALLIANCE LOGISTICS (ETAL OGISTICS) on your behalf will be in such currency as ETRADE ALLIANCE LOGISTICS (ETAL OGISTICS) on your behalf will be in such currency as ETRADE ALLIANCE LOGISTICS (ETAL OGISTICS) on your behalf will be in such currency.

as E TRADE ALLIANCE LOGISTICS, (ETA LOGISTICS) chooses.
(21)(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 ship or carrier's liability under the Carriage of Goods by Sea Act 1991 and Regulations 1999 except upon express instructions given 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 writting the the Customer.

The First Schedule to the Civil Aviation (Carrier's Liability) Act 1959, will be made except or expression in writing by the Customer.

In writing by the Customer.

(3) In the case of carriage by land, or any carriage anciliary to the carriage mentioned above and not expressly provided for under any contract within these Trading Conditions, under convention or under any statute or law, the Customer agrees that the value of the Goods shall not be declared or inserted into a contractual document or as por 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 of rowarder who expressly elect to where that right:

(4) In all other cases where there is a choice of charges by carriers, warehousemen, stevedores or others no declaration of value of the carrier of the carriers are the carrier of the carrier of the carrier of the carriers are the carriers are the carriers are the carriers and the carriers are (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, unless express instructions in writing to the contrary are given by the

Customer.

(§) ETAI, shall have no obligation to take any action in respect of any Goods that 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, ETAI, shall not be obliged to notly 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 on to be a final to the same limit of the early cuter slegs to mise in central count of the carrier, insurer or any other party against the carrier, insurer or any third party. (6) All fleight moved by a first subject to volumetric conversion on the basis of one kilo being the equivalent of six thousand cubic centimeters. Freight moved by other means is subject to volumetric conversion on the basis of one kilo being the equivalent of six thousand cubic centimeters. Freight moved by other means is subject to volumetric conversion on the basis of relevant industry standards or as modified by the carrier's standard trading conditions.

FERSHABLE, NON-DELLYERABLE, HAZARDOUS AND DAMAGEE DOODS

(22)(1) Where the Goods are perishable and are not taken up immediately upon anival 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 and payment or tender of the net proceeds of any sale after deduction of all costs, expenses and charges incurred by ETAL in effecting such sale or

without notice to the Customer, consignor, owner or consignee of the Goods and payment or lender of the net proceeds of any sale after deduction of all costs, expenses and charges incurred by ETAL in effecting such sale or disposal shall be equivalent to delivery.

[2] Where the Goods are non-perishable and cannot be delivered either because they are insufficiently or incorrectly addressed or marked or otherwise not identifiable or because they are not collected or accepted by the consignee they may be sold or returned at the Company's option at any time after the expiration of 21 days from a notice in writing sent to the Customer at the address which the Customer gave to ETAL on delivery of the Goods. All costs, charges and expenses incurred by ETAL and rising in connection with the sale or return of the Goods shall be paid by the Customer and may be deducted from the proceeds of the sale of the Goods. A communication from ETAL 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 subclauses 21(1) and (2) above, ETAL sells or otherwise disposes of such Goods as principal and not as agent and is not trustee of the power of sale.

(4) In the event that any sale of Goods pursuant to subclause 21(2) does not provide sufficient proceeds to discharge all liability of the Customer to the Company, ETAL acknowledges that it is not released from the remainder of the liability to ETAL marently by sale of the Goods.

DESTRUCTION OF DANGEROUS GOODS

(23) In the event that the Goods are found to be Dangerous they may be destroyed or otherwise dealt with at the sole discretion of ETAL 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 danage" or otherwise dealt with if they become dangerous to other goo

Customer.
PILLAGED GOODS
(25) If the Goods are other action teles AGED GOODS
If the Goods are landed from any vessel in a damaged or pillaged condition and an examination might be held or ir action taken by ETAL in respect of thereof no responsibility attaches to ETAL for any failure to hold such mination or take such other action unless ETAL has been given sufficient notice to enable it to arrange for such

examination of least such unless duction there action is the case may be.

STORAGE OF GOODS PROING DELIVERY

(26) Without limiting the effect of clause 20, pending forwarding and delivery, the Goods may be witherwise held at any place or places at the sole discretion of ETAL at the Customer's risk and exp C.O.D. GOODS D.D. GOODS 7) ETAL may in its absolute discretion refuse instructions to collect on delivery (COD) in cash or otherwise. Where

COD. GOUDS

(27) ETAL may in its absolute discretion refuse instructions to collect on delivery (COD) in cash or otherwise. Where ETAL does accept such instructions its only obligation to the Customer is to use reasonable diligence and care in such collection. FALL IS NOT LUBBLE FOR ANY LOSS OR DAMAGE ARISIN RESONABLE INSTRUCTIONS OR SUCH OCLLECTION WHETHER CAUSED BY NEGLICENCE OR OTHERWISE.

(28) Without limiting the effect of clause 18, to the full extent permitted by law, ETAL its servants and agents shall not be responsible for loss or damage of any licid whistomer arising unto it for provision of its Services to the Customer (whether caused by negligence or wiful default by ETAL its servants or agents) and the Customer agrees to the customer (whether caused by negligence or wiful default by ETAL its servants or agents) and the Customer agrees to the customer (whether caused by negligence or wiful default by ETAL its servants or agents) and the Customer agrees to the customer (whether caused by negligence or wiful default by ETAL its servants or agents) and the Customer agrees to the Customer (whether caused by negligence or wiful default by ETAL its servants or agents) and the Customer agrees to the Customer (whether caused by negligence or wiful default by ETAL its servants or agents) and the Customer agrees to the Customer (whether caused by negligence or wiful default by ETAL its servants or agents) and the Customer agrees to the Customer (law in the Customer agree) and the Customer agree of the Customer agree or admitted to the Customer agents whether imposed by Cust or Infringement Notice); (2) any liability concerning the making of any statement, forecast, information or giving advice in relation to the liability of the Customer to pay any amounts owing to any Covernment Authorities; (3) any liability in respect of the loss, mideliever, deferration, non-delivery, contamination, evaporation or damage to the Goods or consequential loss arising therefrom however caused.

(4) any loss or depreciation of

instructions of the Customer,
(5) 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;
(6) loss or damage resulting from fire, water, explosion or theft;
(7) loss, damage or delay occasioned by examination of the Goods by any of the Government Authorities;
(8) loss, damage or delay occasioned by treatment or the Goods by any of the Government Authorities (including without limitation, any furnigation or decontamination or other treatment by ADIS);
(9) any costs incurred by ETAL on behalf of the Customer to any other person in relation to the carriage of the Goods;

and (10) loss, damage or delay occasioned by delay in the carriage of the Goods or handling of the Goods in the course of

(10) 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.

(29) The Customer undertakes and warrants 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 Subcontractor, principal, employer, employee or agent 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 whom the claims are made (including the Company) against any loss and damage that may be suffered as a result of such claims.

(30) ETAL shall not be label in any event for any special, inclednat, or consequential damages, including, but not limited to, loss or profits, income, utility, interest, or loss of market, whether or not ETAL had knowledge that such damage might be incurred.

(31) ETAL and Lostomer acknowledge that Goods moving by airreight are subject to the applicable international treates including the Comention for the Unification of Certain Rules relating to International Carriage by Art, signed at Warsaw, the 12th October 1929, or that Convention as animated by the flague Protocol 1955. The Customer's recovery of any loss or damage signals the airline carrier and is limited in accordance with these or any other conventions that may be applicable in the event of any loss of damage street by the Customer whilst the Goods are in the possession of the airline carrier. In the event of any loss of damage stored by the Customer whilst the Goods are in the possession of the airline carrier.

artinic carrier amounts payable by these convenitions as they are applicable. The Customer will indemnity, deend and notile ETAL harmess against any claims for loss or damage to their Goods incurred whist they were in the possession of the artinic carrier.

(22) ETAL and customer acknowledge that Goods moving by seafreight are subject to the applicable international treates including the international Convention for the Unification of Certain Rules relating to Bill of Lading signed at Bussels on August 25, 1924 (the Plauge Rules), or those rules as amended by the Protoco Signed at Brussels on August 25, 1924 (the Plauge Rules), or those rules as amended by the Protoco ray loss or Rebrusy 23, 1968 (the Hague Visby Rules) and the SDR Protoco (1979). The Customer's recovery of any loss or damage signed as the seafreging trainer; ETAL will seek to recover on behalf of the Customer whilst the Goods are in the possession of the seafreight carrier. ETAL will seek to recover or behalf of the Customer whilst the Goods are in the possession of the seafreight carrier. ETAL will seek to recover or behalf of the Customer whilst the Goods are in the possession of the seafreight carrier. (33) ETAL and Customer advantage to the goods in the carrier and surface the convention and the seafreight carrier. (33) ETAL and Customer acknowledge that Goods moving by airlieright or seafreight ray necessary involve a part of training the seafreight carrier. (33) ETAL and Customer acknowledge that Goods moving by airlieright or seafreight ray recessary involve a customer should be the customer from the carrier and similar to applicable which covers the additional trainsport, the Customer's Boods are in the carrier and is limited in accordance with the convention applicable for the majority of the training a value of the carrier and similar to possession of the hind party carrier. ETAL will seek to recover on behalf of the Customer with the Goods are in the possession of a thind party carrier. ETAL will seek to recover on behalf of the Cus

(4) act of public enemies; (5) arrest or restraint of princes, rulers or people, or seizure under legal process; (6) strikes or lock-outs or stoppage or restraint of labour from whatever cause, whether partial or general; (7) riots and civil commotions;

[7] riots and civil commotions."
(8) saving or attempting to save life or property at sea: or
(9) any other cause arising beyond the reasonable control of the Company, without the actual fault or privity of ETAL and without the actual fault or privity of the agents or servants of the Company, without the actual fault or privity of the agents or servants of the Company, without the actual fault or privity of the agents or servants of the Company, without the privilence of any event contemplated in clause 36 causes a deby of over 5 Business Days in any obligation of the Company, then the provision of Services may be terminated by notice in writing by either party to the other party.

(36) Any claim made against the Company, its servants or sub-agents is limited to the full extern permitted by law, the contribution of the privilence of the privilenc

(36) Any claim made against the Company, its servants or sub-agents is limited to the full extent permitted by law, where that liability has not been expressly excluded or limited by any convention, satulute, law or contract. On the extent that the liability of ETAL is limited by any convention, statule, law or contract, and that limitation exceeds the limitation of liability pursuant to these Trading Conditions then the liability pursuant to that convention, statute, law or contract shall apply.

(37) In all cases where these Trading Conditions, statute, international convention or otherwise do not exclude the liability of the Company, the liability of ETAL whatsoever and howsoever caused shall be limited to whichever is the lesser between the value of the Goods the subject of the Agreement at the time the Goods were delivered to ETAL or distribution.

lesser foretwent use range or use section.

NOTIFICATION OF LIABILITY

(38) Any claim for loss or damage must be notified in writing to ETAL within seven days of delivery of the Goods or of the date upon which the Goods should have been delivered. In any event, ETAL shall be discharged from all liability whatsoever in connection with the Services and/or the Goods unless proceedings are served within nine months from

delivery of the Goods (or from when they should have been delivered).

GUARANTEE BY DIRECTORS AND SHAREHOLDERS

GUAKANIE BY DIRECTORS AND SHAREHOLDERS

(39)(1) If the Customer is a company, the directors and shareholders of that company will guarantee the Debts and indemnify and keep indemnified ETAL against the Debts.

(2) For the purposes of subclause 39(1), the Customer will ensure that its directors and shareholders will sign any other documents required by ETAL to evidence and confirm any guarantee and indemnity in the form annexed.

INTELLECTUAL PROPERTY

(40) The Oligherma expension that ETAL and its confirmany guarantee.

ITELLECTUAL PROPERTY

0) The Customer acknowledges that ETAL shall retain all copyright and other intellectual property in any documents things created by ETAL in the course of providing its Services pursuant to these Trading Conditions.