# Global Trade Logistics Pty Ltd Trading Terms & Conditions

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|  | **PARTIES** | | | |
| **Company** | | Global Trade Logistics Pty Ltd | **ACN:** | 069 007 209 |
| **Customer** | |  | **ACN:** |  |

1. **Definitions**

**Agreement:** these terms and conditions, together with any Authority and Credit Application.

**Authority:** the authority by which the customer has appointed the company to act on its behalf. **Company:** Global Trade Logistics Pty Ltd and its nominees, agents and employees.

**Connected Party:** is in relation to the Goods, the Owner, exporter, importer, supplier, purchaser, carrier or any agent of any of the aforementioned parties, other than the Company.

**Consequential Loss:** is any loss or damage which does not arise naturally or in the usual course of things or constitutes or arises from or in connection with loss in revenue, profit or opportunity or a loss of good will or business reputation, even if such loss or damage arises naturally or in the usual course of things.

**Credit Application**: is any request for credit completed by the Customer

**Customer:** where there is an Authority, the customer names in the Authority, including its employees, officers, agents and contractors. Where there is no Authority, the person instructing the Company to provide Services.

**Dangerous Goods**: are any goods which are, or may become, hazardous, volatile, explosive, flammable, radioactive, likely to harbour or encourage vermin or pests, or capable of posing a risk or causing damage to any person or property.

**Goods:** are the goods, including packaging, pallets or containers, the subject of the Services.

**Government Authority:** is any government agency, authority, department or body, exercising jurisdiction in any nation, state, port or airport.

**Guarantor:** means any person or persons named as Guarantor in this Agreement.

**Law:** is any law, regulation, rule or international convention.

**Loss:** is any loss, costs, damage, expense, claim, demand, action, proceedings or liability of any kind, (including legal costs on an indemnity basis) and whether actual, prospective or contingent and whether ascertained or unascertained.

**Owner:** is the owner or importer of the Goods, or a person authorised to act on behalf of the owner or importer of the Goods.

**Perishable Goods:** is any goods liable to waste, deterioration or spoilage, and includes without limitation fruit, vegetable, dairy products, meat and animals.

**PPSA:** is the *Personal Property Securities Act*

2009 (Cth).

**Services:** is the work performed by the Company in relation to the Goods, including facilitating the import, export, transport, or storage of the Goods and any ancillary acts for those purposes, including preparing any documentation or providing any information to a Government Authority, and any other services agreed between the Company and the Customer.

**Subcontractor:** is a third party (and their employees, agents or contractors) and the employees, servants and agents of the Company engaged to provide all or part of the Services.

**Terms and Conditions:** is these Terms and Conditions.

**Transport Document:** includes a bill of landing, waybill, consignments note or similar carriage document.

# Interpretation

* 1. The singular includes the plural and vice versa, any gender includes the other genders and a person includes an individual, a body corporate or government.
  2. Any warranty, obligation or right which binds or benefits two (2) or more persons under this Agreement binds or benefits those persons jointly and severally.
  3. Reference to a party includes that party’s personal representative, successors and permitted assigns.
  4. If a party comprises of more than one person, each of those persons is jointly and severally liable under this Agreement.
  5. Headings do not affect interpretation.
  6. A provision must not be construed against a party only because that party put the provision forward.

# Agreement

* 1. The Customer acknowledges that it has been provided with, read and understands the terms of the Agreement.
  2. Any amendment to this Agreement must be reduced to writing and signed by the parties.
  3. This Agreement prevails over any terms and conditions of the Customer.

# Services

* 1. The Services are provided by the Company to the Customer in accordance with the terms of this Agreement.
  2. Without limitation to other methods of acceptance, by instructing the Company to provide the Services the Customer agrees to be bound to the terms of this Agreement.
  3. The Company may agree or refuse to provide the Services to the Customer at its sole and absolute discretion.
  4. The Company is authorised by the Customer to choose the method for performance of the Services at the Company’s complete discretion.
  5. The Customer agrees that:
     1. the value of the Goods will not be declared or inserted into a Transport Document or contract for the purpose of extending a carrier's liability unless the Customer provides express written instructions to the Company to do so, and if required, the carrier agrees;
     2. where a Subcontractor's or carrier's charges may be determined by the extent of liability assumed by the Subcontractor or carrier, no declaration of value will be made for the purpose of extending the liability of the Subcontractor or carrier, and the Goods will be dealt with at the Customer's risk for minimum charges, unless the Customer provides written instructions to the contrary to the Company;
     3. the Company reserves the right to not make any declaration or take any action in respect of the Customer's Goods unless the Customer has provided the Company with sufficient notice, written instructions and the

documents necessary to take that action in relation to those Goods.

* 1. The Customer authorises the Company to open any packages containing Goods, and do any other thing in order to inspect or weigh the Goods.
  2. The Company may at any time acting reasonably, deem that certain Goods are Dangerous Goods.
  3. The Company in its reasonable discretion may destroy or otherwise deal with any Goods the Company considers are Dangerous Goods, without notice or compensation to the Customer.
  4. The Company's delivery obligations are satisfied if the Company delivers the Goods to the delivery address instructed by the Customer, and a person at that address provides a receipt or signs a delivery docket, or if authorised by the Customer, the Goods are left at the delivery address without obtaining a receipt or signed delivery docket.
  5. If a person at the delivery address cannot or refuses to take delivery of the Goods, or the Goods cannot be delivered for any other reason, the Customer authorises the Company to deal with the Goods at the Company's reasonable discretion, including storing, disposing of, or returning the Goods, at the Customer’s expense.
  6. The Goods may be stored at any place at the absolute discretion of the Company at the Customers' expense which the Company may recover as a due debt against the Customer.
  7. If the Company stores the Goods, the Company may require that the Customer remove the Goods from storage by giving notice delivered to an address provided by the Customer to the Company.
  8. If the Customer, Owner or consignee of the Goods is insolvent, placed under external administration, bankrupt or deceased, the Company is authorised to return any Goods to the Shipper, exporter or supplier of those Goods, where the Company has not received authority from the Shipper, exporter or Supplier of the Goods to release the Goods to the Customer, Owner or consignee.
  9. The Customer irrevocably appoints the Company with the power and authority to take any action and execute any

document in the name of and on behalf of the Customer as required by the Company to provide the Services.

# Customer Obligations

* 1. The Customer will provide the Company with all assistance, information and documentation necessary to enable the Company to provide the Services, and punctually comply with any Law or request from a Government Authority.
  2. The Customer is under a continuing obligation to provide any information which may materially affect the capacity of the Customer to perform its obligations under this Agreement.
  3. The Customer will keep confidential the Company's fees or charges and any waiver, discount, release or indulgence provided by the Company in relation to the provision of the Services.

# Charges

* 1. All charges will be as per the amount quoted. Quoted charges are valid for 30 days from the date of issue. Following 30 days from the issue of a quote any further services provided, despite any acceptance of the quote, charges are subject to change, without notice. This clause excludes Government Taxes – Duty and GST.
  2. The Company will add a reasonable margin for its services to all costs incurred by the Company.

# Invoice

* 1. The Company will issue an invoice for the Services to the Customer following completion of the Services.
  2. Invoices are payable within 14 days of the date of issue of the invoice.

# Payment

* 1. The Company may charge interest at a rate of 10% per annum on any amounts unpaid after the expiry of fourteen (14) days after the date of delivery.
  2. Any payments made by the Customer or on the Customer’s behalf shall be allocated and credited firstly towards any interest accrued on any outstanding amounts and then to the oldest tax invoice and then to each more recent tax invoices (in order from

oldest to most recent tax invoice) until all tax invoices are paid in full.

# Security interest

* 1. The Customer and the Guarantors hereby charge in favour of the Company all of their real and personal property belonging to the Customer and Guarantor both present and future whatsoever situate, whether owned jointly or severally, to secure all monies owing or payable to the Company pursuant to this Agreement.
  2. The Customer hereby consents to and agrees that the Company is entitled to register their interest in any or all real property, including lodging a caveat, without notice to the client and at their sole discretion.
  3. The Customer and Guarantor acknowledge that they have obtained and been given the opportunity to obtain independent legal advice about the meaning and effect of this clause.
  4. The Customer and Guarantor will do all things and exclude all documents reasonably necessary to give effect to the security interest under this clause, including its registration.
  5. The Customer acknowledges that they have read this clause and agree that the Company has an interest by way of equitable charge over any and all real and personal property of the Customer to secure the non-payment of any outstanding accounts owing to the Company.
  6. The Customer and the Guarantor agrees and expressly consents to reimburse the Company for the cost of lodging and removing a Caveat pursuant to this clause.

# PPSA

* 1. The terms used in this clause are defined in the PPSA and have the same meaning as in the PPSA.
  2. Without limitation to other rights of the Company, from the time the Goods are in the possession of the Company or Subcontractor, the goods are subject to a continuing security interest in favour of the Company for the payment of all amounts due and owing by the Customer in accordance with this Agreement.
  3. The Customer acknowledges and consents to the Company’s registration and perfection of the Company’s security interest under this

Agreement for the purposes of the PPSA.

* 1. The Customer will not grant a security interest to another person, or allow any encumbrance to arise, in respect of the goods.
  2. To the extent permitted by law, the Customer irrevocably waives any right it may have to:
     1. Receive notices or statements under sections 95, 118, 121(4), 25, 130, 132(3)(d) or 132(4) of the PPSA;
     2. Redeem Goods under Section 142 of the PPSA;
     3. Reinstate this Agreement under Section 143 of the PPSA; and
     4. Receive a verification statement.
  3. The Customer will do all things and exclude all documents reasonably necessary to give effect to the security interest under this Agreement or comply with any reasonable request by the Company in connection with the PPSA.

# Quotations & Charges

* 1. Quotations for Services are given on the basis of immediate acceptance and subject to the right of withdrawal by the Company prior to acceptance or revision following acceptance.
  2. If any changes occur in respect of rates of customs, duty, freight, warehousing, insurance premiums or any other charges applicable to the goods, quotations and charges shall be subject to revision without notice to the Customer.
  3. The Company’s charges may increase and change without prior notice to the Customer.

# Delivery

* 1. Any estimated date for delivery is an estimate only and no claim can be made by the Customer against the Company if delivery does not occur on the estimated delivery date.
  2. Normal Delivery times are between 8.00am and 5.00pm Monday to Friday. The goods must reach our delivery depot 24 hours before the scheduled delivery time, and you must confirm the delivery instructions by email or telephone 24 hours before the scheduled delivery time.
  3. Goods that are declared unacceptable, we may contact you to return the goods to you. Any additional

charges so incurred by us will be at your expense. If we cannot find you or you do not accept liability for the additional charges then we may dispose the goods at our discretion.

* 1. When a consignment involving pallets requires the driver to hand unload due to the unavailability of a fork lift, a surcharge per pallet will apply.
  2. If a consignment is refused at point of delivery and that delivery is unable to be made, for reasons beyond our control, then the delivery will be returned to the delivery depot.
  3. Delivery to remote areas that are further than 10 kilometres from the nearest township or depot an additional surcharge may apply.
  4. The Company shall not be liable to the Customer or any other party for loss or damage, including direct or indirect or consequential injury or loss or damage whatsoever by reason of any delay in delivery for any cause whatsoever.

# Warranties, liability and indemnity

* 1. The Customer (on behalf of itself, the Owner, and any Connected Parties) warrants to the Company that:
     1. it is the owner of the Goods, or is the authorised agent of the owner of the Goods;
     2. it enters into the Agreement on its own behalf, or in its capacity as the authorised agent of the owner of the Goods;
     3. it and all Connected Parties have complied with all Laws relating to the Goods, including the nature, condition, packaging, handling, storage and carriage of the Goods;
     4. in engaging the Services from the Company, it will not procure the Company to perform any act in breach of any Laws;
     5. it will observe all Laws and requirements of Government Authorities;
     6. all information and documentation provided by the Customer and Connected Parties to the Company is accurate and complete, and it or a Connected Party has not omitted to provide any requested or material information;
     7. the Goods are packed to endure the ordinary risks of handling, storage and the Services, having

regard to the nature of the Goods; and

* + 1. the Goods are not Dangerous Goods, unless the Company has agreed in writing to provide the Services in respect of those particular Dangerous Goods, and in which case, warrants that it has made full disclosure of Dangerous Goods.
  1. To the extent permitted by Law, the Company excludes all liability in respect of any claim made against the Company, its employees, agents and Subcontractors, including without limitation, liability for fundamental breach of contract, or a negligent, unlawful, reckless or wilful act or omission.
  2. The Company will not be liable for omitting to inspect or take any other action in respect of Goods where Goods have been damaged or pillaged, unless the Customer provides the Company with written instructions to take that action in relation to those Goods and the Company accepts those instructions.
  3. Where the liability of the Company is not excluded by this Agreement, Law or otherwise, the liability of the Company is limited to the lesser of Australian $100 or the value of the Goods at the time the Goods were received by the Company.
  4. The Company will not be in breach of any of its obligations to the Customer or liable for any Loss (including Consequential Loss) suffered by the Customer arising from or connected with the Company's compliance with any Law, including without limitation, disclosing confidential information to a Government Authority.
  5. Without limitation to any other clause of the Agreement, the Company will be discharged from all liability in connection with the performance of the Services or the Goods unless:
     1. notice of any claim is received by the Company within 7 days of the earlier of the delivery of Goods, the date the Goods should have been delivered, or where the claim does not relate to loss or damage to Goods, the event giving rise to the claim; and
     2. suit is brought and written notice is received by the Company within 9 months of the earlier of

the delivery of the Goods , the date the Goods should have been delivered, or where the claim does not relate to loss or damage to Goods, the event giving rise to the claim.

* 1. The Company will not be liable for any delay or failure to perform an obligation under the Agreement caused by an event beyond the control of the Company (**Event**).
  2. If an Event causes a delay in the performance of a Company's obligation exceeding 10 days, the Company may terminate the provision of the Services by notice to the Customer.
  3. The Customer indemnifies the Company from and against (and must pay on demand for) all Loss arising directly or indirectly from or in connection with the Goods or the performance of the Services (including Consequential Loss), including Loss in connection with a breach of contract, or a negligent, unlawful, reckless or wilful act or omission by the Company or its employees, agents and contractors.
  4. Without limitation to clause [13.9](#_bookmark1) the Customer indemnifies the Company from and against (and must pay on demand for) any Loss arising from the Customer's or Owner's failure to return any container or transport equipment involved in the performance of the Services by the date required under any Contract between the Company and the supplier of that container or transport equipment.
  5. The Customer indemnifies the Company from and against (and must pay on demand the amount of) all duty, GST, and any other fees and taxes incurred in connection with the Goods payable to a Government Authority.
  6. The Customer indemnifies the Company from and against (and must pay on demand for) all costs payable to third parties in relation to the carriage, storage, treatment or entry of the Goods.
  7. The indemnities in clauses [13.9,](#_bookmark1) [13.10,](#_bookmark2) [13.11](#_bookmark3) and [13.12](#_bookmark4) continue whether or not the Goods are pillaged, stolen, lost or destroyed.

# Guarantee & Indemnity

* 1. If a company, the Director/s of the Customer and any other person

named as a guarantor (**Guarantor**) hereby provide a personal guarantee.

* 1. The Guarantor jointly and severally, unconditionally and irrevocably guarantee the due performance of the Customer’s obligations under this Agreement, including the payment of all monies owing by the Customer to the Company.
  2. In the event that the Customer breaches or fails to comply with any of its obligations pursuant to this Agreement, the Guarantor will be personally liable for the performance of same.
  3. The Guarantor indemnify the Company against any and all loss which the Company suffers if the Customer does not pay any monies owing to the Company when due under this Agreement.
  4. The Guarantor acknowledge that the Company is entering into this Agreement at the request of the Guarantor and in reliance on and in consideration for the Guarantor guarantee and indemnity.

# Risk

* 1. At all times from the date of any order, all goods are at the Customer’s risk of loss or damage and the Customer is responsible to arrange its own insurance in relation to the goods.
  2. The Company is not liable for any goods that are damaged or destroyed prior to the delivery of the goods to the Customer.

# Force Majeure

16.1. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lockout, industrial action, fire, flood, drought, storm or any other event beyond the Company’s or the Customer’s reasonable respective control.

# Uncollected goods

* 1. The Company may at its discretion sell or otherwise dispose of Perishable Goods without notice to the Customer where the Goods are not collected immediately upon arrival, are insufficiently or incorrectly addressed or are not identifiable.
  2. Without limitation to clause [17.1,](#_bookmark5) the Company may at its discretion sell or return Goods that cannot be delivered because they are insufficiently or

incorrectly addressed, are not identifiable, or are uncollected or not accepted after 21 days' notice to the Customer.

* 1. Where the Company sells Goods under clauses [18,](#_bookmark7) [17.1](#_bookmark5) or [17.2;](#_bookmark6)
     1. it does so as principal, not as agent, and is not the trustee of the power of sale;
     2. the Customer must pay all costs, charges and expenses incurred by the Company in connection with the storage, sale or return of the Goods, which may be deducted from the proceeds of the sale of the Goods;
     3. the Company is entitled to recover any deficit from the Customer where the proceeds of sale of the Goods do not satisfy the amounts payable to the Company.

# Lien

* 1. The Company has:
     1. a particular and general lien on all Goods and documents relating to the Goods; and
     2. a right to sell those Goods and documents by public auction or private sale (at the Company's discretion) without notice and apply the proceeds of sale;

in respect of all sums due and owing from the Customer.

* 1. The lien will also cover the Company's costs and expenses relating to the exercise of its lien and right of sale, including the Company's reasonable legal fees.
  2. For the purposes of the lien, the Company will retain constructive possession of the Goods and the lien and rights granted by this clause will survive delivery of the Goods. The Company is entitled to retain the proceeds of sale of the Goods in respect of all sums due and owing from the Customer.

# Subcontractors

* 1. The Customer authorises the Company to:
     1. subcontract all or part of the Services to a Subcontractor; and

/ or

* + 1. as the agent of the Customer, contract with a third party service provider on behalf of the Customer.
  1. The Customer authorises a Subcontractor to subcontract all or part of the Services.
  2. All exclusions or limitations on the liability of the Company in these Terms and Conditions extend to protect:
     1. all Subcontractors;
     2. the agents, employees and servants of any Subcontractor or the Company; and
     3. any person engaged to provide all or part of the Services.
  3. The Customer undertakes that it will not make any claim against, or impose any liability upon, any Subcontractor in connection with the provision of the Services or the Goods.
  4. The Customer undertakes that it will indemnify any Subcontractor from and against any Loss if a claim is made against a Subcontractor by any party (including the Customer) in connection with the provision of the Services or the Goods.
  5. For the purpose of clauses [19.3](#_bookmark8) and [19.5,](#_bookmark9) the Company acts as trustee on behalf of and for the benefit of any Subcontractor, and to this extent each Subcontractor is deemed to be a party to this Agreement.

# Intellectual Property

20.1. The Customer agrees that the Company retains all copyright and intellectual property subsisting in all documents and things created by, or for, the Company in connection with the performance of the Services, including copyright and intellectual property that now exists or that later comes into existence.

# Assignment

* 1. The Customer must not assign any rights or benefits under this Agreement unless it has obtained the prior written consent of the Company.
  2. Notwithstanding any other provisions of this Agreement, the Company may assign, novate or otherwise transfer its rights and obligations contained in this Agreement without the Customer’s prior consent. The Customer agrees to sign any such documentation as may be necessary to give effect to this clause.

# Set-off

* 1. The Customer and the Guarantor will pay all amounts due under this

Agreement without set-off, counterclaim or deduction.

* 1. The Customer and the Guarantor agree that any right of set-off, counterclaim or deduction is suspended until such time as they have paid all amounts due under this Agreement.

# Costs

* 1. The Customer and Guarantor must, on demand, pay to and reimburse the Company the amount of all fees, costs and expenses (including legal fees on an indemnity basis) incurred by or for the account of the Lender in connection with:
     1. the actual or proposed enforcement of, or the preservation of any rights under this Agreement;
     2. the cost of lodging and removing a Caveat pursuant to clause [9.2.](#_bookmark0)

# Whole Agreement

24.1. These terms and conditions form the entire agreement between the parties and will prevail to the extent of any inconsistency with the Authority, any Credit Application by the Customer, the Customers Terms and Conditions and any Terms and Conditions set out in any transport document.

# Governing Law

* 1. These terms and conditions and any contracts between the parties shall be governed by the laws of New South Wales.
  2. The parties submit to the exclusive jurisdiction of the Courts in New South Wales and the Federal Court of Australia.
  3. In the event that the Company commences proceedings, the Company and the Guarantor agree to the proceedings being served at the last known address for service advised to the Company.

# General

* 1. The Company is not a common carrier and will not be liable as a common carrier.
  2. In the event that any of the terms of this Agreement cannot be given effect for any reason then the term or part of a term which cannot be give effect shall be severed and read down respectively and the remaining terms

and part of any term shall remain valid and binding on the parties.

* 1. The Customer agrees to promptly, but no later than 5 days after the occurrence of change, notify the Company in writing of any change in ownership, directors or address. Notwithstanding any change in the Customers ownership structure or any advice in relation to such change, the Customer shall remain personally liable for any goods requested by the Customer or on the Customer’s behalf until the Customer receives written confirmation from the Company that the Account is closed and payment received.

**SIGNED**

**Customer (name): ACN/ABN:**

Signature of Authorised Person

Name of Authorised Person

Position of Authorised Person Date

* 1. The Company reserves the right to vary this Agreement at any time. The Customer will be deemed to have accepted the Agreement (as varied from time to time) by continuing to instruct the Company to provide the Services.
  2. The failure of the Company to insist upon compliance with any of the terms of this Agreement does not constitute a waiver of that term or part of that term and the Company is entitled to insist upon compliance with all of the terms of this Agreement at any time.

**PERSONAL GUARANTEE**

I/we have read these terms and conditions and unconditionally guarantee the performance of the Customer and will be personally liable in the event that Customer cannot perform its obligations

accordance Agreement. **Guarantor 1:**

with

in clause 12 of this

Signature of Guarantor

Name of Guarantor

Position of Guarantor

Date

**Guarantor 2:**

Signature of Guarantor

* 1. Any notice to be given to the Customer by the Company may be delivered personally or by post to the Customer’s last known address and shall be deemed as delivered to the Customer 3 business days after posting.

Name of Guarantor

Position of Guarantor

Date