



Freight-World Corporation Pty. Ltd.

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International Sea Freight, Air Freight, Customs Clearance, Local Delivery, 3PL Warehousing, Project Cargo, Sourcing & Quality Control

One Supply Chain, One Forwarder, One Freight-World

All business transacted is in accordance with our Standard Trading Terms & Conditions, which are available on request.

Standard Trading Terms & Conditions

Except when the Company issues a Bill of Lading (for sea carriage) or Air Waybill (for air carriage) in which event the terms and conditions of those documents will apply, all business undertaken by the Company is subject to these Standard Trading Terms and Conditions ("**these conditions**").

1. DEFINITIONS

In these conditions:

"**Customer**" means the consignor (sender or shipper), the consignee (receiver) and the owner of any goods and any person for whom Services are performed.

"**Company**" means Freight-World Corporation Pty. Ltd (ACN 610 557 929) carrying on business in its own name and under any business name, together with its employees and agents.

"**Dangerous goods**" means any goods that are or may become noxious, dangerous, hazardous, flammable, explosive, radioactive or likely to cause damage to any property or person.

"**Goods**" means the chattels, articles or things tendered for carriage, storage or other Services by the Company including the packages containing those goods and shipping or other transport containers.

"**Person**" means any natural person, firm, company, statutory body or other organisation.

"**Services**" means the carriage, storage or other services which the Customer request the Company to provide or arrange to be provided.

"**Sub-contractor**" means any other person, firm, company or statutory body or other organisation with whom the Company may arrange for the performance of any part of the Services to be carried out.

2. NOT A COMMON CARRIER

The Company is not a common carrier and reserves the right at all times to refuse to carry any Goods or perform Services without assigning a reason.

3. WARRANTIES BY THE CUSTOMER

(a) Where the person delivering the Goods to the Company for carriage is not the Customer, that person warrants his authority to deliver the Goods on behalf of the Customer and to accept these conditions;

(b) Where the Customer is not the owner of the Goods, the Customer warrants his authority to act as agent of the owner for all purposes in connection with the carriage of Goods or the performance of Services by the Company and indemnifies the Company against all liability in respect of the Goods to the owner or to any person having a legal interest in the Goods.

4. COMPANY'S CHARGES

The Company shall be entitled to payment for the transport of the Goods and provision of Services as soon as the Goods are accepted by the Company for carriage or the provision of Services.

5. LIABILITY

(a) Unless otherwise agreed in writing between the Company and the Customer, or the *Australian Consumer Law* as scheduled to the *Competition and Consumer Act 2010 (Cth)* is applicable, no responsibility in tort or contract or otherwise will be accepted by the Company and the Customer will not hold the Company or any employee or agent of the Company liable in tort or contract or otherwise for loss of or damage to or misdelivery or failure to deliver or delay in delivery of the Goods either in transit or in storage for any reason whatsoever including but not limited to the negligence and wilful misconduct of the Company, its employees, agents or Sub-contractors.

(b) If the said *Australian Consumer Law* is applicable, the liability if any of the Company will be limited to the cost of supplying the Services again.

6. NOTICE OF CLAIM AND TIME BAR

a) A claim by the Customer for any loss sustained in connection with the carriage of the Goods shall not be enforceable against the Company unless notice setting out the full details of the claim is lodged in writing at an office of the Company within thirty (30) days after the date of delivery of the Goods or in the case of non-delivery, within thirty (30) days after the Goods ought in the ordinary course of carriage have been delivered.

b) In all circumstances, any legal proceedings brought by the Customer against the Company in relation to the carriage or storage of Goods or the provision of Services will be time barred if not brought against the Company within 9 months from the date or which the Goods were delivered or, in the event of non-delivery, ought in the ordinary course of carriage have been delivered, or the date on which the Services were provided.

7. FREIGHT AND OTHER CHARGES

- (a) The Customer shall pay the freight or other charges for the provision of the Services at the rate agreed between the Company and the Customer but the Company nevertheless reserves the right to charge freight at rates current from time to time by weight, measurement or value and may at any time and from time to time re-weigh, re-measure or revalue the Goods and charge extra accordingly.
- (b) Should any additional costs be incurred throughout the shipping process which include but are not limited to Customs charges, quarantine charges, packing, fumigation, documentation, additional labour, transportation, charges for waiting times or any other costs, these costs will be payable by the Customer immediately upon receiving the invoice for those charges and must be paid in full prior to the delivery of Goods.
- (c) If a Customer does not pay all charges which are owed to the Company, then the Company reserves the right to place the cargo into storage at the Customer's own expense which storage costs will be payable to the Company in full, including the amounts which are outstanding, prior to the Goods being delivered to the Customer.

8. CARRIAGE OF GOODS

- (a) The Company reserves the right to use any vehicle or mode of transport, to substitute one vehicle or mode of transport for another and to tranship Goods. The Company may at any time deviate from the usual route or manner of carriage of the Goods where the Company considers the deviation necessary or expedient in the circumstances. The Company does not guarantee the times of departure or arrival of any vehicle by which the Goods are carried.
- (b) The Goods shall be deemed to be in transit notwithstanding that the carriage of the Goods may have been interrupted or the Company may have diverted from the usual route for such carriage.

9. RIGHT TO INSPECT

The Company shall be entitled to open any document, envelope, package or other container in which the Goods are placed or packaged to inspect the Goods for the purpose of determining the nature of the contents, ownership or destination of the Goods where a consignment note or other identifying document or mark is lost, missing destroyed or defaced or where the Company has reason to believe the Goods are Dangerous goods.

10. DELIVERY METHODS AND SUB-CONTRACTING

The Company may carry the Goods or have the Goods carried or on forwarded or provide the Services:

- (a) By any method which the Company in its absolute discretion deems fit and notwithstanding any instructions (written or oral) that the Goods be carried by any particular method or in any particular way and;
- (b) By any Sub-contractor or agent and the Company is authorised by the Customer to contract either in its own name or in the Customer's name with any Sub-contractor and any such contract may be made on any terms, including terms which exclude or limit the Sub-contractor's liability in respect of the Goods and the Services.
- (c) Each Sub-contractor and agent engaged by the Company to carry the Goods shall be entitled to the benefit of these conditions as if the Customer had directly entered into an agreement containing these terms and conditions with the Sub-contractor or agent in place of the Company. In contracting with the Customer, the Company does so not only on its own behalf but also as agent and trustee of its Sub-contractors and agents.
- (d) The Customer undertakes that no claim or allegation shall be made against the Company's employees, agents or Sub-contractors (including their employees and agents) which imposes or attempts to impose upon any such party any liability whatsoever in connection with the Goods or the provision of Services whether or not arising out of negligence or wilful misconduct of such party. If any such claim or allegation should nevertheless be made, the Customer will indemnify the Company against all consequences thereof.

11. DELIVERY, COLLECTION AND DELAY IN LOADING AND UNLOADING

- (a) Where the Company is authorised to deliver the Goods at an address nominated to the Company by the Customer for that purpose the Company shall be conclusively presumed to have delivered the Goods in accordance with these conditions if the Company or its employee or agent obtains from any person at the nominated address a receipt or signed delivery docket for the Goods. If the nominated place for delivery is unattended or if delivery cannot be effected, the Company may leave the Goods at that place or may withdraw the Goods. If the Goods are stored by the Company, the Customer shall pay the Company such storage and re-delivery costs as the Company shall specify;
- (b) Where the Customer is responsible for unloading the Goods, and fails to unload within the time specified by the Company, the Company may at its option unload the Goods at the risk of the Customer and the Customer shall pay to the Company all costs incurred in unloading the Goods and/or such storage charges as the Company may specify;
- (c) Where the Customer is responsible for collection of Goods at a nominated destination and fails to do so within the time specified by the Company, the Customer shall pay to the Company such storage costs as the Company may specify;
- (d) Notwithstanding any other condition contained herein where the Goods are stored by the Company due to the Customer's failure to unload, to collect or to accept the Goods such storage shall be at the risk of the Customer and the Company shall have no liability in tort or contract or otherwise for loss or damage to the Goods for any reason whatsoever, including but not limited to the negligence of the Company, its employees or agents.;
- (e) In respect of Dangerous goods, the Company may at its discretion either store or dispose of such Goods pursuant to these conditions.

12. LIEN and PERSONAL PROPERTY SECURITIES ACT

- (a) Subject to the law including the provisions of the *Personal Property Securities Act 2009 (Cth)* ("**PPSA**"), the Company shall have a lien on the Goods (and any documents relating to the Goods) and on any other Goods (and any documents relating to them) of the Customer in the possession of the Company, for any monies owing by the Customer to the Company whether in connection with the carriage of Goods or the provision of Services or otherwise.
- (b) If any moneys due to the Company are not paid within one calendar month after notice has been given to the person from whom moneys are due that such Goods are detained, they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of such person and the proceeds applied in or towards satisfaction of the amount owed.
- (c) In addition to and without limitation of any lien over Goods that the Company might have under these conditions, or under statute, the Customer hereby grants a security interest in the Goods and any documents relating to them and also in the proceeds of sale of such Goods and documents to the Company to secure payment of all sums payable by the Customer to the Company.

13. UNCOLLECTED GOODS

Where:

- (a) The Company is unable to deliver the Goods and the Customer does not accept the re-delivery of the Goods;
- (b) Goods to be collected by the Customer are not collected; or
- (c) Goods held pursuant to these conditions are not released because of non-payment of monies owing by the Customer to the Company;

the Company may:

- (d) forthwith in relation to the Goods which are perishable; or
- (e) after giving the Customer one calendar months' notice sell or otherwise dispose of the Goods on any terms the Company in its absolute discretion considers appropriate and may apply any monies received from the sale or disposal towards monies owed to the Company by the Customer.

14. NATURE OF GOODS

- (a) The Customer shall not tender for carriage, storage or the provision of Services any liquids, perishable Goods, volatile spirits or explosive Goods which are or may become dangerous, inflammable or offensive (including radioactive materials) or which are or may become Dangerous goods without presenting a full description disclosing the nature of such Goods and in any event shall be liable for all loss and damage caused by them and if in the opinion of the Company the Goods are Dangerous goods the same may at any time be destroyed, disposed of abandoned or rendered harmless by the Company without compensation to the Customer and without prejudice to the Company's right to any charges under these conditions;
- (b) The Customer warrants that it has complied with all laws, regulations, Codes and Standards relating to the nature, packaging, labelling or carriage of Goods and that the Goods are packed in a manner adequate to withstand the ordinary risks of carriage having regard to their nature and indemnifies the Company for any liability whatsoever as a result of or arising out of the Customer's failure to comply with each of these warranties.
- (c) The Customer acknowledges that Dangerous goods will only be accepted subject to the Australian Dangerous Goods Code.

15. VARIATION. WAIVER OF CONDITIONS AND SEVERANCE

No Person has the authority of the Company to waive or vary these conditions. If a provision or part provision of these conditions is or become unenforceable, the provision or part provision shall not affect any other provision or part provision of these conditions and shall be severed from them.

16. APPLICATION OF AUSTRALIAN CONSUMER LAW

Notwithstanding anything contained in these conditions, the Company shall continue to be subject to any statutory guarantee provided by any law of the Commonwealth of Australia or the State of Victoria, including the *Australian Consumer Law* as scheduled to the *Competition and Consumer Act 2010 (Cth)* if and only to the extent that any such Act is applicable to this contract and prevents the exclusion, restriction or modification of any such guarantee.

17. LAW AND JURISDICTION

These conditions shall be governed and construed in accordance with the laws of Victoria and any proceedings for loss of or damage to the Goods shall be brought in Victoria.