

TRADING CONDITIONS

THESE CONTRACTUAL CONDITIONS APPLY TO ALL SERVICES PROVIDED BY **World Cargo Network. ABN 57 827 843 631**

("The Company")

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.

DEFINITIONS:

"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.

"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 and forwarding agent. All Services provided by the Company are governed solely by these terms and conditions which shall prevail over the Customer's terms and conditions and any terms and conditions contained in any transport document including any bill of lading, waybill or consignment note. The Company is not a common carrier and will accept no liability as such. The Company may refuse at its sole and absolute discretion to accept any Goods for carriage without assigning any reason.

2. Subject to express instructions in writing given by the Customer and accepted by the Company in writing, the Company reserves to itself complete freedom to decide upon the means, route and procedure to be followed in the handling, storage and transportation of the Goods and is entitled and authorised to engage independent third parties to perform all or any of the functions required of the Company upon such terms and conditions as the Company in its absolute discretion may deem appropriate. .

3. The Company is entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to shipping and forwarding agents and (where the Company accepts specific instructions under clause 6 of these conditions to effect insurance) insurance brokers whether declared or otherwise and 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 and may at any time reweigh, remeasure or revalue the Goods (or request same) and charge additional fees accordingly.

4. Quotations are given on the basis of immediate acceptance and 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 and charges are subject to revision accordingly with or without notice to the Customer.

5. The Customer, consignor and consignee of the Goods, and their respective agents, if any, shall be bound by and be deemed to warrant the accuracy of all descriptions, values and other particulars furnished by any one or more of them to the Company for customs, quarantine, consular and other purposes and 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 and 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 and to indemnify the Company against any such loss, damage expense fine, or penalty arising from any such inaccuracy or omission.

6. The Company 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. At the discretion of the Company such insurance may name the Customer or owner as insured. In the event of any dispute in regard to liability under any such insurance policy for any reason whatsoever the Customer or other insured shall have recourse against the insurer or underwriter only and the Company shall have no liability or responsibility in relation to any such insurance policy.

7. To the extent permitted by law, the Company its servants and agents shall not be responsible for loss or damage of any kind whatsoever arising out of the provision of its Services to the Customer (whether caused by negligence or wilful default by the Company its servants or agents) and the Customer agrees to indemnify the Company in respect of any claims made by third parties concerning the provision of Services by the Company and the following matters are expressly covered by this limitation of liability and indemnity:

(a) 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;

(b) 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;

(c) any liability in respect of the loss, misdelivery, deterioration, nondelivery, contamination, evaporation or damage to the Goods or consequential loss arising therefrom however caused;

(d) any loss or depreciation of market attributable to delay in forwarding the Goods or failure to carry out instructions of the Customer;

(e) 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;

(f) loss or damage resulting from fire, water, explosion or theft;

8. The Customer undertakes that neither it, nor any other party that has an interest in the Goods or Services, shall not 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.

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 ship or carrier's liability under the Carriage of Goods by Sea Act 1991 and Regulations 1998 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 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, 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.

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 and 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 and are not taken up immediately upon arrival or are insufficiently or incorrectly addressed or marked or otherwise not identifiable, they may be sold or otherwise disposed of with or without notice to the Customer, 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 the Company in effecting such sale or disposal shall be equivalent to delivery.

11(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 the Company on delivery of the Goods. All costs, charges and expenses incurred by the Company and 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.

11(3) In respect of sub-clauses 11(1) and (2) above, the Company sells or otherwise disposes of such Goods as principal and not as agent and is not trustee of the power of sale.

I acknowledge the Trading Conditions detailed above (signed) _____

Version : March 2001

12. The Customer warrants that:

- (a) it has complied with all laws and regulations relating to the nature, condition, packaging, handling, storage and carriage of the Goods;
- (b) the Goods are packed to withstand ordinary risks of handling storage and carriage, having regard to their nature; and
- (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 and shall indemnify and keep indemnified the Company, its servants and agents against all loss and 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 and all such goods as fall within the definition of hazardous and dangerous goods in the legislation governing carriage by rail in the States and Territories of Australia.

13. Pending forwarding and 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 and expense.

14. Notwithstanding any prior dealings between the Company and the Customer or any rule of law or equity or provision of any statute or regulation to the contrary, contracts, documents and other matter (including cash, cheques, bank drafts and other remittances) sent to the Company through the post shall be deemed not to have been received by the Company unless and 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 and 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 and 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 AND 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 and 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 and 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. The Company, its servants or agents shall have a special and general lien on the Goods and 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 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, servants or agents; in addition the lien shall cover the costs and expenses of exercising the lien and such a sale including reasonable legal fees. The lien and rights granted by this clause shall survive delivery of the Goods and 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.

22. Any claim for loss or damage must be notified in writing to the Company within seven days of delivery of the Goods or of the date upon which the Goods should have been delivered. In any event, the Company 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).

23. Unless otherwise stated, all charges quoted are exclusive of the Goods and Services Tax imposed under the A New Tax System (Goods and 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 and any collateral agreements made by the Company 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 and 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 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 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 and represents that all or any Services to be supplied by the Company and acquired by the Customer pursuant to this agreement are so supplied and acquired for the purposes of a business, trade, profession or occupation carried on or engaged in by the Customer.

(5) In the interpretation of this agreement 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 persons and 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 and 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.

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