



INTERNATIONAL FREIGHT FORWARDER

Pacific Air Cargo Pty Ltd ABN 76 055 106 879
20 HARVEY ST. NTH , EAGLE FARM, QLD, 4009
Tel: 61 7 3268 6633 Fax: 61 7 3868 3577
Email: sales@pacificaircargo.com.au

All business transacted in accordance with our revised 1999, Standard Trading Conditions. Copies are available on request.

Standard Trading Conditions of Contract.

1. You agree to engage PACIFIC AIR CARGO PTY LTD ABN 76 055 106 879 and its servant's agents and contractors ('PAC') as your agent to arrange the carriage, transport, movement, storage, customs clearance and associated services excluding ensuring the goods comply with Australian Quarantine Inspections Service ("AQIS") Regulations or Standards in force from time to time ("AQIS Standards") ('Services') with respect to the goods on these terms and conditions.
2. You authorise PAC to enter into any contract or arrangement either as principal or agent to carry out all or part of the Services and to delegate all or any part of the Services to any third party and agree to accept and ratify the terms of all such contracts or arrangements. PAC 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.
3. You warrant that:
 - a. you are either the owner or the authorised agent of the owner of the goods and are authorised to bind the owner of the goods to these terms and conditions;
 - b. the markings, branding, description, values, and other details of the goods provided to PAC are accurate and correct;
 - c. the person delivering the goods to PAC has authority to sign your letter of instruction or waybill incorporating these terms;
 - d. suitable facilities will be provided by you for the loading and unloading of the goods from the relevant transport vehicle and that the goods are suitable for carriage in such vehicle;
 - e. the Services being offered by PAC will not breach any law and you will deliver any information required to ensure PAC is able to comply with all laws;
 - f. the goods are not perishable, noxious, dangerous, hazardous or of an inflammable nature or capable of causing damage or injury to any other goods, to any persons or animal or to any other property;
 - g. the goods are not bullion, coins, precious stones, valuables, antiques, pictures, livestock or plants; and
 - h. you have or will obtain all necessary statutory or other permits or approvals necessary in relation to the goods.

You acknowledge that failure to observe all or any of the warranties in clause 4 (a) – (h) could lead to penalties or damages to you and to PAC and you agree to provide the indemnity to PAC pursuant to clause 14.

4. You must pay to PAC upon demand without any deduction or set-off all:
 - a. costs of loading and unloading the goods on and from the relevant transport vehicle including additional costs resulting from delays in loading and unloading not caused by PAC;
 - b. charges incurred in the performance of the Services;
 - c. duties, taxes, imposts, outlays and charges at any port or place in respect of the goods;
 - d. fines and penalties in relation to the goods; and
 - e. other costs incurred by PAC in the performance of the Service.
5. All charges, costs, duties, fines and other costs payable by you under the preceding clause will be considered earned whether the goods are delivered or not and whether damaged or otherwise. Under no circumstances will any payment of commission be refunded.
6. PAC will be entitled to recover from you any errors or omissions in commission or brokerage charges or freight rates whether such errors or omissions are due to any act or omission of yours or PAC and any increases in freight or freight forwarding or handling charges (whether due to increases by shippers or weights and dimensions, changes in the rates in which the contract price is specified and the currency in which such charges are usually payable by PAC or otherwise) which occur at any time before PAC is credited with payment of such charges.
7. Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal or revision by PAC. Quotations are valid 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 you.
8. PAC may carry the goods or have them carried by any method or route that PAC, in its absolute discretion, deems fit.
9. PAC is authorised to deliver the goods to the address nominated by you and PAC will be deemed to have delivered the goods if it obtains a receipt or signed delivery docket for the goods from any person at that address.
10. You will be responsible for arranging insurance in respect of the goods PAC will not provide or arrange insurance on your behalf without express written instructions to do so.
11. PAC is not a common carrier and will accept no liability as such. Subject to the law and any relevant convention the goods are and will be at all times at your risk and PAC will not be under any liability with respect to any customs duty, excise duty or other impost or tax, failure to collect cash on collection or delivery or for any loss of or damage to or deterioration of the goods or misdelivery or failure to deliver or delay in delivery of the goods, including chilled, frozen, refrigerated or perishable goods whether in transit or in storage for any reason including, without limitation, any negligence or breach of duty or willful act or default by PAC whether or not that liability, loss or damage was foreseeable or contemplated by PAC.

12. PAC will not under any circumstances be liable for loss or damage resulting from or attributable to any quotation, statement, representation or information whether oral or in writing made or given by or on behalf of PAC as to the classification of or the liability for any amount, scale or rate of customs duty, excise duty or other impost or tax applicable to any goods or property whatsoever.
13. You indemnify PAC with respect to all claims for loss or damage, injury or death, customs duty, excise duty, costs, fines or penalties which PAC or PAC's agents or servants is or becomes liable to pay for any reason in respect of the goods, the Service, a breach of any warranty given by you whether or not that liability results from any negligence or willful act or omission of PAC or PAC's agents or servants. The following matters are expressly covered by this limitation of liability and indemnity:
 - a) Any liability to pay customs duty or GST that would not have otherwise been payable or any penalties (including penalties impressed directly on the company, its servants or agents as a result of their reliance on incorrect information provided by the customer, consignor or consignee, or their respective agents (whether imposed by a court or infringement notice);
 - b) Any liability concerning the making of any statement, forecast, information or giving advice in relation to the liability of you to pay customs duty;
 - c) Any liability in respect of the loss, misdelivery, deterioration, non-delivery, contamination, evaporation or damage to the goods or consequential loss arising there from however caused;
 - d) Any loss or depreciation of market attributable to delay in forwarding the goods or failure to carry out instructions from you;
 - 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; and
 - f) Loss or damage resulting from fire, water, explosion or theft.
14. Perishable goods, which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not identifiable may be sold or otherwise disposed of without any notice to you and payment or tender of the net proceeds of any sale after deduction of charges shall be deemed to constitute delivery of the goods.
15. Non perishable goods which cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by you may be sold or returned at the option of PAC at any time after the expiration of 21 days from the sending of notice in writing to the address given for delivery of the goods. You will be obliged to pay on demand all charges and expenses arising in connection with the sale or return of goods.
16. Except under special arrangements previously made in writing PAC will not accept or deal with any noxious, dangerous, hazardous, inflammable or explosive goods or any goods likely to cause damage. If there are no special arrangements made PAC may destroy or otherwise deal with such goods at its sole discretion. If special arrangements are made but they become dangerous to other goods, property or person PAC may destroy them.
17. If PAC agrees to provide such services you must provide correct technical information, descriptions, classifications, proper shipping names of restricted articles, correct packaging and handling instructions, IATA restricted articles codes and numbers, international maritime dangerous goods codes and numbers. It is your responsibility to certify that the contents of all such consignments are fully and accurately described, classified, packed, marked, labelled, and in compliance with the appropriate regulations for the applicable mode of transportation. It is also your responsibility to sign such certifications and under no circumstances will PAC provide or sign such certifications.
18. Except under special arrangements previously made in writing, PAC will not accept bullion, coins, precious stones, valuables, antiques, pictures, livestock or plants and PAC will not accept any liability in respect of such goods.
19. PAC reserves the right to inspect the goods and refuse to provide the Services with respect to all or any of the goods.
20. PAC may retain and be paid all brokerages, commissions, allowances and other remuneration's retained by or paid to third parties in transacting any business on your behalf.
21. If at any time while goods are in transit PAC or its agents takes any step to clean improve or otherwise maintain the goods for any purpose you acknowledge that PAC does so solely to enable the goods to be carried or transported and not as any admission of any obligation by PAC to ensure the goods will comply with AQIS Standards. If, when the goods arrive in Australia, they do not comply with AQIS Standards and the goods are ordered for re-export, you acknowledge that you will be wholly responsible for the costs of re-export.
22. This is the entire agreement between you and PAC with respect to the Services. Any purported variation or modification to these terms and conditions shall be null and void unless in writing and signed by an executive officer of PAC. If you have or use your own form and there is any inconsistency between it and these terms and conditions these terms and conditions will prevail.
23. Pending forwarding and delivery, the goods may be warehoused or otherwise held at any place at the sole discretion of PAC at your risk and expense.
24. All receivables due to PAC in Australia are payable in Australian dollars. PAC is entitled to charge a currency conversion premium when converting receivables into Australian currency.
25. If you do not pay all moneys due to PAC under these terms and conditions by the due date for payment PAC may charge interest at the rate of 24 per centum per annum over the overdraft rate charged, by PAC's trading bank in Australia from the date upon which such monies were due until payment is made in full
26. PAC reserves the right to offset any amounts receivable from you against any amounts payable to you or any company affiliated with you. This right exists irrespective of the date the liability has been created or debt incurred with PAC.
27. Goods are accepted subject to a particular and general lien for all charges that are due or which may become due to PAC on any account and if the lien is not satisfied and/or the goods are not collected, PAC may, at its option, without any notice in the case of perishable goods immediately and in any other case upon the expiration of one month either remove such goods or part of them and store them in such a place and manner as PAC thinks proper and at your risk and expense or open any package and sell such goods or part of them upon such terms as it thinks fit and apply the proceeds in or towards discharge of any lien and costs of sale without being liable to any person for loss or damage caused.
28. To secure payment of all monies payable by you to PAC under these terms and conditions you grant a charge in favour of PAC over any interests you hold in land both present and future and consent to PAC lodging a caveat notifying its interest pursuant to that charge.

29. You irrevocably appoint PAC and its directors or any one of them as your attorney's to execute a mortgage or mortgages over any interest you hold in land both present and future and any other assets for the purpose of securing the payment of any moneys which may from time to time be owing by you to PAC
30. Any dispute arising under these terms and conditions must be determined exclusively by the courts of Australia in accordance with Australian law. Any proceedings against PAC must be brought within 12 months from the date of this contract.
31. If all or part of any of these terms and conditions are unenforceable, such unenforceability will not affect the remaining part of the relevant terms or conditions or the remaining terms and conditions.
32. If PAC is unable to carry out any obligation under this contract due to a circumstance beyond its control it will be excused from those obligations to the extent of the prevention, restriction or interference provided that PAC will use reasonable endeavours.

If any GST (within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* as amended from time to time, ('**GST**') is payable by PAC in respect of the supply of the Services then the amount expressed to be payable plus any out of pocket expenses payable by PAC on your behalf ('**Original Amount**') is to be increased so that PAC receives an amount ('**Increased Amount**') which, after subtracting PAC's GST liability that Increased Amount, results in PAC retaining the Original Amount after payment of that GST liability.

-----oooooooooooooooo-----