

# Terms and Conditions for KMLT Customs & Logistics Specialists Pty Ltd

Customs Brokerage, Logistics, and Consultancy Services

## Definitions

1. "Service Provider" refers to KMLT Customs & Logistics Specialists Pty Ltd.
2. "Client" refers to the individual or entity engaging the Service Provider for services.

## Services Provided

1. The Service Provider shall offer customs consultancy, customs brokerage, logistics, international trade compliance, and shipping services as stipulated in the contract or quotation provided to the Client.
2. These services may include, but are not limited to, customs clearance, freight forwarding, warehousing, distribution, import/export consultancy, compliance and regulatory advice, and shipping coordination.

## Obligations of the Client

1. The Client shall provide accurate and complete documentation and information required for the services.
2. The Client agrees to comply with all applicable laws, regulations, and standards related to customs, logistics, and international trade.
3. The Client shall inform the Service Provider of any changes in the documentation or information provided as soon as possible.
4. The Client shall ensure that all goods are properly packaged and labelled, and comply with the regulations of the destination country.
5. The Client is responsible for obtaining all necessary licences, permits, and authorisations required for the import or export of goods.

## Fees and Payment Terms

1. The fees for the services provided shall be as agreed upon in the contract or quotation.

2. Payment terms shall be as specified in the invoice provided to the Client and must be adhered to promptly.
3. The Client shall be responsible for any additional costs incurred due to changes in the scope of services or unforeseen circumstances.
4. Payments shall be made within the specified timeframe of the invoice date unless otherwise agreed in writing.
5. Late payments may incur penalties as prescribed in the Service Provider's fee schedule.
6. The Client shall be responsible for any additional charges incurred due to customs inspections, rejections, or delays.

## Liability and Indemnity

1. KMLT Customs & Logistics Specialists Pty Ltd shall not be liable for any indirect, consequential, or unforeseen losses resulting from the services.
2. The Client agrees to indemnify the Service Provider against claims, damages, or liabilities arising from inaccurate documentation or failure to comply with regulatory requirements.
3. The Service Provider's liability for direct damages shall be limited to the total amount paid by the Client for the services rendered.
4. The importer of record must provide a signed letter of authority, acknowledging that KMLT Customs & Logistics Specialists Pty Ltd will not be held accountable for penalties or infringements due to false, misleading, or reckless information or actions, knowingly or unknowingly provided by the importer of record or their third-party agencies nominated by the importer of record/owner under the Crime Act section 4 definition of owner provided.

## Non-Carrier Clause

1. KMLT Customs & Logistics Specialists Pty Ltd does not move cargo.
2. The shipping line is responsible for the transportation of goods.
3. KMLT Customs & Logistics Specialists Pty Ltd shall have no liability or responsibility for cargo damage, loss, or risk.
4. It is the responsibility of the import/export to have their own insurance in place.

## Confidentiality

1. Both parties agree to keep any information, documentation, or trade secrets strictly confidential and not disclose them to third parties without written consent.
2. The confidentiality obligations shall survive the termination of this agreement.

## Termination

1. This agreement may be terminated by either party with the specified notice period written notice.
2. Upon termination, the Client shall pay all outstanding fees for services rendered up to the date of termination.
3. The Service Provider may terminate the agreement immediately if the Client fails to comply with any of the terms outlined in this document.

## Force Majeure

1. The Service Provider shall not be held liable for delays or failure to perform services due to events beyond their control, such as natural disasters, government actions, or trade restrictions.
2. In the event of a force majeure, KMLT Customs & Logistics Specialists Pty Ltd shall notify the Client as soon as possible and take all reasonable steps to mitigate the impact on the services.

## Governing Law and Jurisdiction

1. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and all its states and territories, not limiting international laws or the court of admiralty.
2. Any disputes arising from or related to this agreement shall be subject to the exclusive jurisdiction of the courts within the Commonwealth of Australia.
3. KMLT Customs & Logistics Specialists Pty Ltd acknowledges all courts to be competent in jurisdiction, with the highest court in Australia being the High Court of Australia (HCA), to which indemnity is applicable to all equipment used in the movement of goods under the international trade convention and the World Trade Organization (WTO).

## Amendments

1. Any amendments to this agreement shall be in writing and signed by both parties.
2. No verbal agreements shall be binding unless confirmed in writing.

## Entire Agreement

1. This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.
2. Any additional terms and conditions proposed by the Client shall have no effect unless accepted in writing by the Service Provider.

## Copyright Clause

1. The Service Provider retains all rights to the images, content, advertising, and media associated with the business or the Client's person posted on the website.
2. This is in accordance with defamation law, contract law, and copyright laws both domestic and international.
3. No content shall be reproduced, distributed, or used without explicit written permission from KMLT Customs & Logistics Specialists Pty Ltd.
4. Any unauthorised use of the content may result in legal action under applicable laws.

## Acknowledgement and Acceptance

1. Acknowledgement and acceptance of this agreement must be signed and dated by a member of the executive of the business.
2. Two forms of identification along with a business utility invoice or similar document must be provided as proof of identity.