



AUSTONG GLOBAL PTY LTD
LEVEL 20, TOWER A THE ZENITH,
821 PACIFIC HIGHWAY, CHATSWOOD NSW 2067
M: +61403227838
EMAIL: info@austong.com.au

AUSTONG GLOBAL PTY LTD

TRADING TERMS AND CONDITIONS

THESE TRADING TERMS AND CONDITIONS APPLY TO ALL CONTRACTS AND AGREEMENTS ESTABLISHED BY AND BETWEEN A CUSTOMER AND AUSTONG GLOBAL PTY LTD (ABN 50622912681) INSTRUCTING THE LATTER TO PERFORM CUSTOMS CLEARANCE AND FORWARDING SERVICES IN RELATION TO THE IMPORTED OR EXPORTED GOODS OF THE CUSTOMER.

1. (a) All and any business undertaken by AUSTONG GLOBAL PTY LTD (hereinafter called “the Company”) is transacted subject to these conditions each of which shall be deemed to be incorporated in and to be a condition of any agreement between the Company and its customers. The Company only deals with goods subject to these conditions.

(b) The Company is not a common carrier and shall accept no liability as such.

(c) The Company in its sole and absolute discretion may refuse to deal with any goods without assigning any reason(s) therefore.

2. Customers entering into transactions of any kind with the Company expressly warrant that they are either the owners or the authorised agents of the owners of any and all goods or property the subject matter of the transaction. By entering into the transaction they accept these conditions for themselves and for all other parties on whose behalf they are acting and they warrant that they have authority so to do.

3. Subject to express instructions both 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 procedures to be followed in the provision of services and the handling, storage and transportation of the goods, and shall be entitled and authorized to engage independent third parties to perform all or any of the



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functions required of the Company upon such terms and conditions as the Company in its absolute discretion may deem appropriate.

4. The Company is entitled to retain and be paid all brokerages, commissions, profit margins, allowances and other remunerations retained by or paid to Ship Forwarding Agents (or Freight Forwarders) , Insurance Brokers, Transport Companies, Air or Wharf terminals.

5. Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal before acceptance and revision after acceptance. If any changes occur in the rates of customs duty, freight, warehousing, insurance premiums or other charges applicable to the goods, quotations and charges shall be subject to revision accordingly with or without notice.

6. The customer, and the senders, owners and consignees of any goods and their agents, if any, shall be deemed to be bound by and to warrant the accuracy of all descriptions, values, dimensions, weights and other particulars furnished to the Company for customs, consular, other purposes and shall jointly and severally indemnify the Company against all losses, damages, expenses and fines arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence, willful act or omission.

7. The customer and the senders, owners and consignees and their agents, if any, shall be jointly and severally liable for any duty, tax, impost, excise, levy, penalty, deposit or outlay of whatsoever nature levied by any Government or the authorities.

8. The customer shall be responsible for the timely return of any container to the person who owns or has a right to possession of the container in a clean and undamaged condition.

The customer agrees to indemnify the Company against any claim, liability or expense, including detention or demurrage charges, which arise as a result of:

- (a) a failure to return the container, or
- (b) a delay in the return of the container beyond the customary period allowed for container returns, or
- (c) any damage to the container, or
- (d) the container being returned in a dirty or contaminated condition, regardless of who failed or delayed in the return of the container or where or by whom the container was damaged, made dirty or contaminated.

9. The customer shall indemnify the Company against any claim, liability or expense which arises as a result of delay in loading or unloading of the customer's goods, or any waiting time, detention or demurrage for any truck or any other conveyance whatsoever.



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10. The company shall not be liable for:

(a) Any loss, mis-delivery, delay in delivery, deterioration, contamination, evaporation or non-delivery of or damage to goods or consequential loss arising therefore no matter howsoever caused or for whatsoever reason other than the loss or damage to goods occurring while the goods are in the actual custody of the Company and under its actual control and where such loss or damage is due to the wilful act or negligence on the part of the Company, its servants or agents.

(b) Damages arising out of a loss or depreciation of market attributable to delay in forwarding or in transit of the goods or failure to carry out instructions given to it by the customer, damages resulting from fire, water, explosion or theft, whether or not caused in any such case by the wilful act or negligence on the part of the company, its servants or agents.

11. Except under special arrangements previously made in writing the Company will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage. Any person delivering such goods to the Company or causing the Company to handle or deal with any such goods shall be liable for all loss or damage caused thereby and shall indemnify the Company against all penalties, claims, damages, costs and expenses arising in connection therewith and the goods 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 so 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.

12. 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 expenses.

13. The Company shall be under no obligation to make any declaration to, or to seek any special protection or cover from, any operator of any railway, airline, ocean or road transport or anybody affecting the transportation, warehousing or storage of any goods falling within the control or operation of such operator or body: of dangerous or hazardous goods; or of goods liable to be stored in the open; unless written instructions to that effect is given to the Company by the customer.

14. 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 that all or any services to be supplied by the Company and acquired are for the purposes of a business, trade, profession or occupation carried on or engaged by the customer.

15. If payment remains unpaid 7 days after date of the invoice, Austong may, in addition to its other rights and remedies under these Terms and at law:



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(a) Suspend performance of its obligations under our forwarderring service until the full amount outstanding is paid in full;

(b) exercise a general lien over, and power of sale of, the Goods. The Customer is still liable to pay any amount still owing to Austong after such sale;

(c) immediately commence legal proceedings to recover the amount owed.

16. The failure of the Company to, at any time, require performance by the customer of any provision of this Agreement shall not be deemed to be a waiver of any of the Company's rights unless it is expressly agreed to by the Company in writing and it shall not affect the right of the Company to require such performance by the customer at any time thereafter.

17. This agreement shall be deemed to be made in New South Wales, Australia and shall be governed by the laws of that State and the parties agree to submit to the exclusive jurisdiction of the Courts of that State.