



### STANDARD TERMS AND CONDITIONS OF COMMERCIAL TRADING AGREEMENT

These terms and conditions (“**Terms**”) must be read having regard to the provisions of the Australian Consumer Law set out in the Competition and Consumer Act 2010 (Cth) to the extent that those provisions are applicable to consumers as defined under that Act. These Terms do not have the effect of excluding, restricting or modifying rights under that Act which cannot be excluded, restricted or modified by agreement.

Interpretation:

In these Terms:

“**PPSA**” means the Personal Property Securities Act 2009 (Cth) and all italicized terms which are also capitalized have the meaning given to them in the PPSA.

“**Related Body Corporate**” has the meaning given to it in the Corporations Act 2001 (Cth).

If any part of these Terms is or becomes illegal, invalid, unenforceable or void then it is severed and the remainder of the Terms remain in full force and effect.

1. (a) All and any business undertaken by CEO Global Logistics Pty Ltd (hereinafter called “**CEO Global**”) is transacted subject to these Terms each of which shall be deemed to be incorporated in and to be a condition of any agreement between CEO Global and its customers (“the **Customer**”) and shall not be varied by any terms of the Customer. These Terms supersede and replace any previous terms of CEO Global and apply to all business undertaken between CEO Global and the Customer after CEO Global has either provided the Customer with a copy of these Terms or has made these Terms available on its website. CEO Global only deals with goods subject to these Terms. CEO Global is not a common carrier and shall accept no liability as such;

(b) CEO Global in its sole and absolute discretion may refuse to deal with any goods without assigning any reason therefore.

(c) These Terms will take priority over any terms contained on the CEO Global’s invoice or quotation and may only be varied by CEO Global on reasonable prior notice in writing to the Customer.

(d) The Customer agrees that any requests for services to be provided by CEO Global after the date of a notice of variation of the Terms will be deemed to be an acceptance of such varied terms and conditions by the Customer.

(e) Should there be any change to any of the information supplied by the Customer to CEO Global in its credit application, including regarding the nature of the Customer’s business, or the structure, ownership, management or control of the Customer (including but not limited to the conversion to or from a company or trust), the Customer shall notify CEO Global in writing within seven (7) days of such change. The Customer agrees to execute all further documents as may be required by CEO Global in respect of the account from time to time.

2(a) Any instructions given to CEO Global may in the absolute discretion of CEO Global be complied with by CEO Global as agent for the Customer as disclosed principal or by CEO Global as principal contractor by its own servants performing part or all of the relevant services or by CEO Global employing or instructing or entrusting the goods to others on such other conditions as they may stipulate to perform part or all of the services. The Customer shall be bound by such other conditions and shall release CEO Global from liability and indemnify CEO Global against any claims arising out of their acceptance.

2(b) When goods are accepted or dealt with by CEO Global upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person the Customer shall remain liable and responsible for the same if they are not paid by such consignee or other person.

3(a) Customers entering into transactions of any kind with CEO Global 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.

(b) Notwithstanding clause 3(a), with respect to any *Security Interest* the Customer may have in the goods or property, the Customer acknowledges and agrees that its *Security Interest* in the goods or property does not *Attach* until the Customer has actual possession of the goods. For the avoidance of doubt, the Customer’s



*Security Interest* in the goods does not *Attach* when CEO Global or any of its servants, or any other third parties instructed by CEO Global to handle, transport or store the goods has possession of the goods.

4. Subject to express instructions in writing given by the Customer and by CEO Global, CEO Global reserves to itself complete freedom of choice of means route and procedure to be followed in the handling and transportation of goods. If in CEO Global's opinion it is necessary or desirable in the Customer's interests to depart from any express instructions, CEO Global shall be at liberty to do so.

5. Except where CEO Global is instructed in writing to pack the goods the Customer warrants that all goods have been properly and sufficiently packed and/or prepared.

6. CEO Global is entitled to retain and be paid all brokerages, commissions, allowances and other remunerations retained by or paid to Ship Forwarding Agents (or Freight Forwarders) and Insurance Brokers. CEO Global is entitled to retain and be paid legal costs, debt collection and court costs paid to Debt Collection Agencies and Legal Firms in pursuit of outstanding debts.

7. Quotations by CEO Global to the Customer are given on the basis of immediate acceptance by the Customer and subject to CEO Global's right to withdraw from the quote before acceptance and CEO Global's right to revise the quotation after acceptance by the Customer. 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 to the Customer.

8. The Customer, and as principal on behalf of its 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 and other particulars furnished to CEO Global for customs consular and other purposes and shall jointly and severally indemnify CEO Global 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.

9. All duties, taxes, imposts, excises, levies, penalties, deposits or outlays of whatever nature levied by any Government or authorities at any port or place in connection with the goods are payable by the Customer. The Customer and the senders, owners and consignees and their agents, if any, shall be jointly and severally liable for any payments, fines, expenses, loss or damage incurred or sustained by CEO Global in connection with the goods and shall indemnify CEO Global, its servants and agents and keep CEO Global, its servants and agents indemnified, from all claims by third parties howsoever arising in connection with the goods.

10. 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 indemnifies CEO Global, and keeps CEO Global indemnified, against any loss, damage, costs or expenses incurred or any claim, suit or demand made against CEO Global, 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.

11. The Customer shall be liable for and shall indemnify CEO Global and keep CEO Global indemnified against any loss, damage, costs or expenses incurred or any claim, suit or demand made against CEO Global 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.

12. (1) CEO Global's charges to the Customer, including freight, shall be deemed fully earned on receipt of the goods by CEO Global and shall be paid and non-returnable in any event, cargo lost or not lost or a voyage or



flights broken up or abandoned. If there shall be a forced interruption or abandonment of a voyage or flight at the port or airport of shipment or elsewhere, any forwarding of the goods or any part thereof shall be at the risk and expense of the Customer and the senders, owners and consignees.

(2) All unpaid charges shall be paid in full and without any offset, counterclaim or deduction, in the currency of the place of receipt of the goods or at CEO Global's option, in the currency of the place of delivery at the TT selling rate in effect on the day of payment. If the date determined above falls on a day which banks are closed for business, the rate ruling on the next succeeding business day shall govern.

(3) CEO Global's charges including freight have been calculated on the basis of particulars furnished by, or on behalf of the Customer. CEO Global may at any time open any container or any other package or unit in order to re-weigh, re-measure or re-value the contents and if the particulars furnished by or on behalf of the Customer are incorrect, it is agreed that a sum equal to either five times the difference between the correct freight and the freight charged, or double the correct freight less the freight charged, whichever sum is smaller, shall be payable as liquidated damages to CEO Global.

13. No insurance will be effected except upon express instructions as to the risks to be insured against and the value or values to be declared in writing by the Customer and all insurances effected by CEO Global subject to the usual exceptions and conditions of the policies of the insurance company or underwriters accepting the risk. CEO Global shall not be under any obligation to affect a separate insurance on each consignment but may declare it on any open or general policy. Should the insurer's dispute their liability for any reason the insured shall have recourse against the insurers only and CEO Global shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rate as that charged by CEO Global or paid to CEO Global by its Customer.

14. To the maximum extent permitted by law, the only conditions and warranties that are binding on CEO Global with respect to the services to be provided to the Customer are those imposed and required to be binding by law. All other conditions and warranties (express or implied) are expressly excluded. Without limiting the foregoing, CEO Global shall not be liable:

(a) for loss of or damage to goods unless such loss or damage occurs whilst the goods are in the actual custody of the Company and under its actual control and unless such loss or damage is due to the willful neglect or default of the Company or its own servants;

(b) for any delay in delivery, forwarding or transit or failure to deliver goods, any deterioration, contamination, evaporation or any consequential loss or loss of market however caused;

(c) for failure to follow instructions given to it by or on behalf of the Customer whether or not such failure is willful;

(d) for any damage or expense arising from or in any way connected with marks, numbers, brands, contents, quality or description of any goods; and

(e) for loss or damage resulting from fire, water, explosion or theft whether caused by negligence of CEO Global's servants or otherwise;

15. (a) CEO Global shall not be liable under any circumstances for loss or damage resulting from or attributable to any quotation, statement, representation or information whether oral or in writing howsoever, wheresoever or to whomsoever made or given by or on behalf of CEO Global or by any servant, employee or agent of CEO Global as to the classification of the liability for or the amount, scale or rate of customs and/or excise duty or other impost, tax or rate applicable to any goods or property whatsoever.

(b) CEO Global does not accept responsibility or liability in relation to any decision taken or liability incurred on the basis of any such quotation, statement, representation or information.

16. Liability of CEO Global arising out of any one incident whether or not there has been any declaration of value of the goods, for breach of warranty implied into these terms and conditions by Australian Consumer Law or howsoever arising, is limited to the maximum extent permitted by law to any of the following, as determined by CEO Global:

(a) the supplying of the services again; or

(b) the payment of the cost of having the services supplied again; or



(c) the lesser of A\$200.00 for loss of or damage to any such goods, packages or units or A\$2.00 per kilogram of the gross weight for loss of or damage to any such goods, packages or units or A\$20.00 per package or unit lost or damaged. For the purposes of this clause the word "package" shall include the contents even if particulars have been provided or incorporated in any document of CEO Global.

17. CEO Global shall be discharged of all liability unless suit is brought in the proper forum and written notice thereof received by CEO Global within six months after delivery of the goods or the date when the goods should have been delivered. In the event that the said time period shall be found contrary to any Convention or law compulsorily applicable the period prescribed by such Convention or law shall then apply but in that circumstance only.

18. (a) In the case of carriage by sea, the value will not be declared or inserted in the Bill of Lading for the purpose of extending the Ship owners' liability under Article IV Rule 5(a) of Schedule 1 of the Carriage of Goods by Sea Act 1991 except upon express instructions given in writing by the Customer.

(b) In the case of Carriage by Air, no optional declaration of value to increase the Air Carriers liability under the Carriage by Civil Aviation (Carrier's Liability) Act 1959, Article 22(2) of Schedule 1 as amended by Schedule 2 will be made except upon express instructions given in writing by the Customer;

(c) In all other cases where there is a choice of tariff rates according to the extent of the liability assumed by carriers warehousemen or others no declaration of value (where optional) will be made for the purposes of extending liability and goods will be forwarded or dealt with at owners risk or other minimum charges unless express instructions in writing to the contrary are given by the Customer.

19. Instructions to collect payment on delivery (COD) in cash or otherwise are accepted by CEO Global upon the condition that CEO Global in the matter of such collection will be liable for the exercise of reasonable diligence and care only.

20. 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 the Customer and payment or tender of the net proceeds of any sale after deduction of charges shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of the goods shall be paid by the Customer.

21. Non-perishable goods which cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee may be sold or returned at CEO Global's option at any time after the expiration of 21 days from a notice in writing sent to the address which the Customer gave to CEO Global on delivery of the goods. All charges and expenses arising in connection with the sale or return of the goods shall be paid by the Customer. A communication from any agent or correspondent of CEO Global to the effect that the goods cannot be delivered for any reason shall be conclusive evidence of that fact.

22. Except under special arrangements previously made in writing CEO Global 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 CEO Global or causing CEO Global to handle or deal with any such goods (except under special arrangements previously made in writing) shall be liable for all loss or damage caused thereby and shall indemnify CEO Global 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 CEO Global 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 and all such goods as fall within the definition of hazardous and dangerous goods in the legislation governing cartage by road or rail in the States and Territories of Australia.



23. Except under special arrangements previously made in writing CEO Global will not accept bullion, coins, precious stones, jewellery, valuables, antiques, pictures, livestock or plants and CEO Global will not accept any liability whatever for any such goods except under special arrangements previously made in writing.

24. Pending forwarding and delivery goods may be warehoused or otherwise held at any place or places at the sole discretion of CEO Global at the Customers or owner's risk and expense.

25. All goods and documents relating to goods shall be subject to a particular and general lien for moneys due either in respect of such goods or any particular or general balance of other moneys due from the Customer, or as principal on behalf of its the senders, owners or consignee to CEO Global. The Customer acknowledges and agrees that CEO Global's lien over all goods and documents relating to the goods amounts to a *Security Interest* in the goods, the documents relating to the goods and any *Proceeds* thereof that entitles CEO Global to maintain possession of the goods and any documents relating to the goods until CEO Global has been paid for all monies owing by the Customer to CEO Global on any account. If any moneys due to CEO Global are not paid within one calendar month after notice has been given to the person from whom the moneys are due that such goods are detained, they may be sold by auction or otherwise at the sole discretion of CEO Global and at the expense of such person and the proceeds applied in or towards satisfaction of such particular and general lien.

The Customer acknowledges and agrees:

- (a) that these terms amount to a *Security Agreement* under the PPSA;
- (b) that CEO Global's *Security Interest(s)* under these Terms *Attaches* immediately on the date that the Customer has the power to transfer rights in the goods or other *Personal Property*;
- (c) that CEO Global may register its *Security Interest(s)* under these Terms on the *Register*;
- (d) to provide all information, execute all documents and do such further acts as may be required by CEO Global to register and perfect its *Security Interest* and is to promptly inform CEO Global in writing of any change of name of the Customer or any other change of details that appear on the *Register*;
- (e) to pay for all costs and expenses in preparing, registering, maintaining and amending a *Financing Statement* or *Financing Change Statement* in relation to any of CEO Global's registered *Security Interest(s)*;
- (f) that it waives its right to receive any notice under the PPSA (including notice of a *Verification Statement* after registration or variation of a registration) unless a requirement for notice cannot be excluded under the PPSA;
- (g) that if Chapter 4 of the PPSA would otherwise apply to the enforcement of CEO Global's *Security Interest*, CEO Global contracts out of all obligations to give notice and any restrictions on CEO Global's rights to enforce its *Security Interest(s)* to any and all extent provided under section 115 of the PPSA; and
- (h) that it indemnifies and keeps CEO Global indemnified for all costs involved in enforcing its *Security Interest(s)* under these Terms.

25A. The Customer acknowledges and agrees that to any extent that goods are stored with CEO Global or any of its Related Body Corporate, CEO Global has a lien over those goods under the Warehousemen's Lien Act 1958 (Vic) or any equivalent state legislation.

25B. To secure payment of all monies which are or may become payable by the Customer to CEO Global, the Customer hereby:

- (a) charges all of the Customer's right, title and interest in all and any real property, wherever located, both present and future, and the Customer consents to CEO Global lodging a caveat or caveats over such real property to protect CEO Global's interest and the Customer agrees to immediately execute a mortgage or other instrument on terms satisfactory to CEO Global to further secure the Customer's indebtedness to CEO Global. Should the Customer fail within a reasonable time of such demand to execute such mortgage or other instrument then the Customer appoints irrevocably the credit manager or a duly authorised officer of CEO Global to be the Customer's lawful attorney to execute any such mortgage or other instrument; and



(b) grants a *Security Interest* in all of the Customer's present and after-acquired *Personal Property* in favour of CEO Global and consents to CEO Global registering such *Security Interest* on the *Register*.

26. (a) By entering into any agreement to which these conditions apply, the Customer on his own behalf and as agent of the owner, sender and consignee agrees and further offers to limit the liability of all servants, employees and agents of CEO Global in respect to the goods and subject to the agreement to the extent that each such servant, employee and agent shall be protected by and entitled to the full benefit of all provisions in these conditions excluding or restricting tortious liability of any kind;

(b) The offer hereinbefore referred to shall be accepted by the act of each such servant employee or agent in performing any function in relation to or affecting the goods the subject of the agreement;

(c) For the purposes of the foregoing provisions of this clause CEO Global is and shall be deemed to be acting as agent on behalf of and trustee for the benefit of all persons who are or become its servants employees or agents from time to time and all such persons shall to this extent be and be deemed to be parties to the agreement concerned.

27. In addition to and without prejudice to the foregoing Conditions the Customer undertakes that it shall in any event indemnify CEO Global against all liabilities suffered or incurred by CEO Global arising directly or indirectly from or in connection with the Customer's instructions or their implementation or the goods including containers and in particular the Customer shall indemnify CEO Global in respect of any liability it may be under to any servant, agent or sub-contractor, or any haulier, carrier, warehouseman, or other person whatsoever at any time involved with the goods arising out of any claim made directly or indirectly against any such party by the Customer or by any sender, consignee or owner of the goods or by any person interested in the goods or by any other person whatsoever.

28. Without prejudice to any other Condition, CEO Global shall have the right to enforce any liability of the Customer under these conditions or to recover any sums to be paid by the Customer under these conditions not only against or from the Customer but also if it thinks fit against or from the sender and/or owners and/or consignees of the goods.

29. The use of a Customer's own form shall in no way derogate from these conditions the whole of which shall, notwithstanding anything contained in any such form, constitute terms of the agreement so entered into. Any provision in any such form which is contrary to any provision of these Conditions shall to the extent of such inconsistency be inapplicable.

30. The goods shall be deemed to have been delivered as described unless notice of loss or of damage to the goods indicating the general nature of such loss or damage shall have been given in writing to CEO Global or to its representative at the place of delivery before or at the time of removal of the goods by a representative of the person entitled to delivery thereof or if the loss or damage be not apparent within three consecutive days thereafter.

31. No agent or employee of CEO Global has CEO Global's authority to alter or vary these conditions.

32. All the rights, immunities and exemptions from liability in these terms and conditions shall continue to have their full force and affect in all circumstances and not withstanding any breach of this contract or of any of these terms and conditions by CEO Global or any other person entitled to the benefit of such provisions and irrespective of whether such may constitute a fundamental breach of contract or a breach of a fundamental term.

33. The laws of the Commonwealth of Australia govern the *Security Interest(s)* under these Terms. All other terms and conditions under these Terms shall be governed by and construed in accordance with the laws of the State or Territory in which this contract was made.

