



Network Pty Ltd trading as Port Air Logistics

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Standard Terms & Conditions

These terms and conditions must be read having regard to the provisions of the Competition and Consumer Act 2010) to the extent that those provisions Section 3 of that Schedule 2. These terms and conditions do not have the effect of excluding, restricting or modifying the Australian Consumer Law which cannot be excluded, restricted or modified

- (a) All and any business undertaken by Port Air Logistics and all associate called "the Company") is transacted subject to these conditions each of which shall be a condition of any agreement between the Company and its customers and shall be subject to these conditions. The Company is not a common carrier and shall accept no responsibility for any loss or damage to goods or property of any kind.

(b) The Company in its sole and absolute discretion may refuse to deal with any customer who does not accept these conditions.
- Any instructions given to the Company may in the absolute discretion of the Company be accepted or refused by the Company as principal or by the Company as agent for the customer as disclosed principal or by the Company as principal or all of the relevant services or by the Company employing or instructing a

conditions as they may stipulate to perform part or all of the services. The
and shall release the Company from liability and indemnify the Company a

3. Customers entering into transactions of any kind with the Company express
authorised agents of the owners of any and all goods or property the subje
transaction they accept these conditions for themselves and for all other pa
warrant that they have authority so to do.
4. Subject to express instructions in writing given by the customer and by the
complete freedom of choice of means route and procedure to be followed i
the Company's opinion it is necessary or desirable in the customer's intere
Company shall be at liberty to do so.
5. Subject to express instructions in writing given by the customer and by the
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the Company's opinion it is necessary or desirable in the customer's intere
Company shall be at liberty to do so.
6. Subject to express instructions in writing given by the customer and by the
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the Company's opinion it is necessary or desirable in the customer's intere
Company shall be at liberty to do so.
7. Quotations are given on the basis of immediate acceptance and subject to
revision after acceptance. If any changes occur in the rates of customs dut
other charges applicable to the goods, quotations and charges shall be sul

8. The customer, and the senders, owners and consignees of any goods and by and to warrant the accuracy of all descriptions, values, dimensions, weight and Company for customs, consular, road transport and other purposes and shall be liable against all losses, damages, expenses and fines arising from any inaccuracies or omission is not due to any negligence, wilful act or omission.
9. The customer and the senders, owners and consignees and their agents, shall be liable for duty, tax, impost, excise, levy, penalty, deposit or outlay of whatsoever nature at any port or place in connection with the goods and for any payments, fines or charges by the Company in connection therewith and shall indemnify the Company and its parties howsoever arising in connection with the goods.
10. When goods are accepted or dealt with upon instructions to collect freight, the consignee or any other person the customer shall remain responsible for the payment to any other person.
11. The customer shall be responsible for the timely return of any container to the Company of the container in a clean and undamaged condition. The customer shall be liable for liability or expense, including detention or demurrage charges, which arise
 1. a failure to return the container, or
 2. a delay in the return of the container beyond the customary period allowed, or
 3. any damage to the container, or
 4. the container being returned in a dirty or contaminated condition,

regardless of who failed or delayed in the return of the container or where it is found to be dirty or contaminated.

12. The customer shall indemnify the Company against any claim, liability or expense incurred by the Company in connection with the loading or unloading of the customer's goods, or any waiting time, detention or demurrage whatsoever.

13. (1) The Company's charges to the customer including freight shall be deemed to be prepaid and non-returnable in any event and whether the goods are delivered or not, and shall be paid and non-returnable in any event and whether the goods are delivered or not, broken up or abandoned. If there shall be a forced interruption or abandonment of the goods at any place of shipment or elsewhere, any forwarding of the goods or any part thereof shall be at the expense of the sender, owner and consignee.

(2) All unpaid charges shall be paid in full and without any offset, counterclaim or set-off, on or before the receipt of the goods or at the Company's option, in the currency of the place of destination, on the day of payment. If the date determined above falls on a day which banks are closed, the next succeeding business day shall govern.

(3) The Company's charges including freight have been calculated on the basis of the weight and volume of the goods as furnished by the customer. The Company may at any time open any container or any other receptacle and re-weigh or re-value the contents and if the particulars furnished by or on behalf of the customer are found to be incorrect, the freight shall be equal to either five times the difference between the correct freight and the freight charged, whichever sum is smaller, shall be payable as liquidated damages.

14. No insurance will be effected except upon express instructions as to the risk to be covered and the amount of insurance to be declared in writing by the customer and all insurances effected by the Company shall be at the expense of the customer.

conditions of the policies of the insurance company or underwriters accept obligation to effect a separate insurance on each consignment but may de insurers dispute their liability for any reason the insured shall have recours not be under any responsibility or liability in relation thereto, notwithstanding the same rate as that charged by the Company or paid to the Company by

15. The Company shall not be liable for any loss, damage, cost, expense, penalty or other loss, howsoever caused or arising, whether:

1. for loss of or damage to goods unless such loss or damage occurs while the goods are in the possession of the Company and under its actual control and unless such loss or damage is caused by the negligence of the Company or its own servants;
2. for any delay in delivery, forwarding or transit or failure to deliver goods or any consequential loss or loss of market however caused;
3. for failure to follow instructions given to it by or on behalf of the customer;
4. in any way connected with marks, numbers, brands, contents, quality, quantity or description of goods;
5. for loss or damage resulting from fire, water, explosion or theft whether or otherwise;

16. (a) The Company shall not be liable under any circumstances for any claim or damages resulting from or attributable to any quotation, statement, representation or other communication wheresoever or to whomsoever made or given by or on behalf of the Company or any of its agents, employees or servants as to the classification of, the liability for or the amount, scale or

tax or rate applicable to any goods or property whatsoever.

(b) The Company does not accept responsibility or liability in relation to any such quotation, statement, representation or information.

17. Unless a Convention or law limiting the Company's liability to a greater amount arising out of any one incident whether or not there has been any declaration implied into these terms and conditions by the Australian Consumer Law or otherwise following as determined by the Company:

1. the supplying of the services again; or
2. the payment of the cost of having the services supplied again; or
3. the lesser of A\$200.00 for loss of or damage to any such goods, package or damaged. For the purposes of this clause the word "package" shall include the purpose of calculating any limitation of liability, even if separate particulars are set out in any document of the Company.

18. For the purposes of this clause the word "package" shall include the contents of the package for the purpose of calculating any limitation of liability, even if separate particulars have been set out in any document of the Company.

19. (a) In the case of carriage by sea, the value will not be declared or inserted in the Bill of Lading and the Ship owners' liability under the Carriage of Goods by Sea Act 1924 shall be limited to the value declared by the customer.

(b) In the case of carriage by air, no optional declaration of value to increase

connection therewith and the goods may be destroyed or otherwise dealt with by any other person in whose custody they may be at the relevant time. If such goods are not made in writing they may nevertheless be so destroyed or otherwise dealt with as if they were property. The expression "goods likely to cause damage" includes goods liable to be damaged by pests.

24. Except under special arrangements previously made in writing the Company shall not be responsible for loss of or damage to jewellery, valuables, antiques, pictures, livestock or plants and the Company's other goods.
25. Pending forwarding and delivery goods may be warehoused or otherwise stored by the Company at the customer's or owner's risk and expense.
26. All goods and documents relating to goods shall be subject to a particular and general lien in favour of the Company. If any monies due from the customer to the Company are not paid within one calendar month of the date when they become due from the person from whom the monies are due that such goods are detained, they shall remain in the discretion of the Company and at the expense of such person and the provisions of this clause shall apply to such particular and general lien. The customer agrees and acknowledges the Company's particular and general lien as a security interest on the register established under the Companies Act 1985 (Cth) and the Company has provided consideration for that security interest.
27. (a) By entering into any agreement to which these conditions apply, the customer, owner, sender and consignee agrees and further offers to exclude or limit the liability of the Company and all subcontractors (including servants, employees and

goods and subject to the agreement to the extent that each such subcontractor is protected by and entitled to the full benefit of all provisions in these conditions of this kind;

(b) The offer hereinbefore referred to shall be accepted by the act of each subcontractor performing any function in relation to or affecting the goods the subject of this offer;

(c) For the purposes of the foregoing provisions of this clause the Company shall be deemed to be the trustee on behalf of and trustee for the benefit of all persons who are or become its subcontractors from time to time and all such persons shall to this extent be and be deemed to be subcontractors of the Company;

(d) The customer undertakes that no claim or allegation shall be made by the customer (or any subcontractor) against the Company (or any subcontractor) in respect of any loss, damage, liability, claim, cost, expense, penalty or other liability (including negligence) against any servant, employee and agent or any subcontractor (including subcontractor) in connection with the goods or the services which imposes or attempts to impose any liability (including negligence) against any servant, employee and agent or any subcontractor (including subcontractor). If such a claim should nevertheless be made, the customer shall be deemed to be the author of such claim and shall be liable against whom the claim is made against the consequences of such claim (including costs and expenses).

28. In addition to and without prejudice to the foregoing the customer undertakes to indemnify the Company against all loss, damage, liability, claim, cost, expense, penalty or other liability (including negligence) directly or indirectly from or in connection with the customer's instructions (including instructions in respect of containers).

29. Without prejudice to any other condition, the Company shall have the right to recover any sums to be paid by the customer under these conditions or to recover any sums to be paid by the customer under these conditions but also if it thinks fit against or from the sender and/or owner and/or consignee.

30. The use of a customer's own form shall in no way derogate from these conditions and anything contained in any such form, constitute terms of the agreement so far as such terms are not in conflict with any provision of these conditions and if any such term is contrary to any provision of these conditions shall to the extent of such conflict be null and void.
31. The goods shall be deemed to have been delivered as described unless notified in writing of the general nature of such loss or damage shall have been given in writing at the place of delivery before or at the time of removal of the goods by a representative of the Company and if the loss or damage be not apparent within three consecutive days thereafter the loss shall be deemed to have been incurred at the time of delivery.
32. No agent or employee of the Company has the Company's authority to alter or vary these conditions.
33. All the rights, immunities and exemptions from liability in these terms and conditions shall apply in all circumstances and notwithstanding any breach of this contract or any breach of a fundamental term of the contract by the Company or any other person entitled to the benefit of such provisions and notwithstanding any fundamental breach of contract or a breach of a fundamental term.
34. These conditions shall be governed by and construed in accordance with the law of the country in which the contract was made.

Signed

Position

Company

Date