

THESE CONDITIONS APPLY TO ALL CONTRACTS CONSTITUTED BY A CUSTOMER INSTRUCTING LIGENTIA AUSTRALIA PTY LTD ABN 131 586 436 48 (THE COMPANY) TO PERFORM SERVICES AND THE COMPANY ACCEPTING

1. COMPANY IS NOT A COMMON CARRIER

The Company carries on business as a clearing, storage and forwarding agent and its carriage of goods is merely incidental thereto. The Company is not a common carrier and will accept no liability as such. The Company may refuse at its sole and absolute discretion to accept any goods for carriage without assigning any reason therefore.

2. COMPANY POWERS AND OBLIGATIONS

The Company shall provide Services subject to this term.

Subject to express instructions in writing 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 procedure to be followed in the handling, storage and transportation of the Goods shall be entitled and authorised to engage independent third parties to perform all or any of the functions required by the Company upon such terms and conditions as the Company in its absolute discretion may deem appropriate.

The company 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 of 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, its servants or agents or howsoever caused.

The Company accepts no responsibility for the collection of cash on delivery or any other payments on behalf of the Customer or any other person. When goods are tendered by any person with instructions for the Company to collect any such payments the Company shall not be bound by such instructions notwithstanding that the company may accept those goods as tendered and perform other services of carriage, forwarding or storage in relation to those goods.

The Company reserves the right to open all packages and containers and do any other thing necessary in order to inspect all Goods at its discretion and at the Customer's expense.

In the event that the Goods are found to be noxious, dangerous, hazardous, inflammable, explosive or likely to cause damage they 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 destroyed or otherwise dealt with if they become dangerous to the 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 carriage by rail in the States and Territories of Australia.

3. ENTITLEMENT TO CERTAIN PAYMENTS

The Company is entitled to retain and be paid all breakages, commissions, allowances and other remunerations customarily retained by or paid to shipping and forwarding agents and Insurance brokers and no such brokerage, commission, allowance or other remuneration shall be payable or allowable to the Customer or its Principal (if any).

4. QUOTATIONS

Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal or revision by the Company. If any changes occur in the rates of freight insurance premiums, warehousing, statutory fees or any other charges applicable to the Goods, quotations and charges shall be subject to revision accordingly at the sole discretion of the Company with notice to the customer, or where notice is impracticable, without notice to the Customer.

5. CUSTOMER OBLIGATIONS

The Customer must:

- (a) fully and accurately describe the Goods;
- (b) not tender for carriage or storage any volatile or explosive goods, or goods which are or may become dangerous, inflammable or offensive (including radioactive materials) or which are or may become liable to damage any property whatsoever without presenting a full description disclosing the nature of such goods, and in any event shall be liable for all

loss and damage caused thereby. This includes all fines, penalties and costs:

- (c) associated with any non-disclosure by the Customer or an authorised third party.
- (d) give prior written notice to the Company if any of the Goods are Dangerous Goods, high value Goods or require special handling;
- (e) comply with all applicable standards and laws in relation to the Goods;
- (f) give prior written notice to the Company if any of the Goods are liable to customs duties or official restrictions;
- (g) not permit or authorize any third party to use the Customer's credit account held with the Company without the Company's prior written consent, which the Company may withhold at its absolute discretion;
- (h) ensure that the Goods are properly and safely packed for pickup, transport and delivery;
- (i) ensure that the Goods are ready for pickup so that the Company is not delayed in performing the Services; and
- (j) provide the Company with a container weight declaration that complies with all laws.

The Customer, consignor and consignee of the Goods and their respective agents, if any, shall be bound by and be deemed to warrant the accuracy of all descriptions, values and other particulars furnished by any one or more of them to the Company for customs, consular and other purposes.

The Customer is responsible for the conformity of any containers packaging or pallets with any requirements of the consignee and for any expense incurred by the Company arising from any failure to so conform.

6. CUSTOMER WARRANTIES

The Customer warrants that

- (a) unless the Customer provides notice to the contrary, it is acquiring Company's for the purpose of a business, trade, profession or occupation, and not as a consumer;
- (b) it is either the owner of the Goods, or the authorised agent of the owner of the Goods with authority to bind the owner to act or otherwise have authority to arrange the Services under this contract;
- (c) it will maintain appropriate insurance in respect of the Goods and will not do anything which might void any insurance policy held by the Customer or the Company;
- (d) it will provide all documents, information and assistance required by the Company to comply with the requirements of the Government Authorities in an accurate and timely fashion as required by those Government Authorities; and
- (e) it has complied with all laws and regulations relating to the nature, packaging, labelling, storage or carriage of the Consignment, that the Goods do not contravene any laws, and that the Goods are packed in a manner adequate to withstand the ordinary risks

7. FEES AND PAYMENT

Customer will pay the Company the amounts set out on the agreed rate card (pricing page) in exchange for the Services.

The Customer acknowledges and agrees that the Company may in its absolute discretion, charge a fuel levy in addition to its other charges, and further agree that the Company may in its absolute discretion vary the amount of the fuel levy from time to time.

The Customer is and remains responsible to the Company for all charges incurred for any reason. A demurrage charge may be made to the Customer in respect of any delay in the loading or unloading incurred (other than from the default of the Company) at the rate set out in price documentation provided by the Company from time to time. Such permissible delay period shall commence upon the Company reporting for loading or unloading. Labour to load or unload the consignment shall be the responsibility of and at the expense of the Customer.

The Company's charges shall be deemed fully earned as soon as the Goods are loaded and despatched from the Customer's premises or accepted for storage. No deduction from invoices or withholding of any money due the Company is

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permitted. The Customer authorises the Company, but with no obligation on the part of the Company, to pay any fees, expenses, costs or outlays in respect of the Services and/or the Goods and the Customer shall be liable for the reimbursement of such disbursements and for payment of any fine, expense, loss or damage incurred by the Company in connection therewith.

All invoices rendered are to be paid in full, without deduction, in accordance with the instructions for payment on the invoice. Payment will be deemed to have been made when the Company has received cleared funds in its bank account.

8. TAX AND OTHER CHARGES

Customer is responsible for paying all government charges or duties of any kind incurred in or in connection with Company's provision of Services. Such charges include without limitation all stamp duties, GST, financial institution duties, and any other charges or duties of a like kind.

9. RISK AND INSURANCE

The Goods are held at the risk of the Customer and not the Company.

The Customer shall insure and keep insured the Goods for their full replacement value against loss of or theft of the Goods and damage to or deterioration of or destruction of the Goods howsoever caused, and for any consequential loss resulting therefrom, whilst the Goods are in the possession, custody or control of the Company and moreover undertakes to the Company that such insurance is in place and hereby fully indemnifies the Company against any and all loss that the Company may suffer as a result of any breach of this clause.

The Company shall not effect insurance on the Goods accepted by it except upon receipt of express instructions given in writing by the Customer and the Customer's written declaration as to the value of the Goods.

Any insurance effected by the Company may be subject to such exceptions and conditions as may be required by the insurance company or underwriter accepting the risk.

In the event of any dispute in regard to liability under any such insurance policy for any reason whatsoever the Customer shall have recourse against the insurer or underwriter only and the Company shall have no liability or responsibility in relation to any such insurance policy.

10. APPLICATION OF LIMITATIONS AND INDEMNITIES

All limitations, exclusions and indemnities in this agreement are subject to Non Excludable Conditions to the extent of any inconsistency, and apply to the fullest extent permissible by the law.

Where a Non Excludable Condition is deemed to apply, to the fullest extent possible under the law, Company limits its liability for any breach to:

- (a) in the case of goods:
 - (i) the re-supply of the goods or payment of the cost of the re-supply of the goods; or
 - (ii) the replacement or repair of the goods or payment of the cost of replacement or repair of the goods; and
- (b) in the case of services:
 - (i) the re-supply of the services affected by the breach; or
 - (ii) the payment of the cost of such re-supply of the services.

11. LIMITATION OF LIABILITY

To the fullest extent available under the law, Company excludes all implied guarantees, conditions and warranties from this agreement, except any Non Excludable Condition.

Company excludes all liability to the Customer for any Costs including Consequential Loss, suffered or incurred directly or indirectly by Customer in connection with this agreement or the services provided by the Company, including in connection with:

- (a) any loss, mis-delivery, delay in delivery, deterioration, contamination, evaporation or non-delivery of or damage to the Goods;
- (b) any loss or depreciation of market value attributable to delay in forwarding the Goods or failure to carry out instructions of the Customer;
- (c) damage to Goods or other losses occurring while the Goods were in possession of an airline carrier or seafreight carrier other than the Company;
- (d) marks or brands on weight, numbers, contents, quality or description of the Goods, or loss or damage resulting from fire, water explosion or theft,

whether or not caused in any such case by the wilful act of negligence on the part of the Company, its servants or agents.

- (e) any liability concerning the making of any statement, forecast, information or giving advice in relation to the liability of the Customer to pay any amounts owing to any Government Authorities;
- (f) loss or damage resulting from fire, water, explosion or theft;
- (g) loss, damage or delay occasioned by examination or treatment of the Goods, or any other action by any of the Government Authorities.

Subject to the Non Excludable Conditions, the Company shall in any event be discharged from all liability whatsoever in connection with the Consignment unless suit is brought within two (2) months after delivery was effected or would in the ordinary course of business have been effected, or where the service supplied consists of storage, within two (2) months after the collection of the Consignment from the Company or the date that collection would in the ordinary course of business have been effected.

Notwithstanding the remainder of this clause and any other provisions hereof liability of the Company shall not in any circumstance exceed Twenty Dollars (\$20) per package (outer carton).

Subject to the Non excludable Conditions, the Company shall in any event be discharged from all liability whatsoever in connection with the Consignment unless suit is brought within two (2) months after delivery was effected or would in the ordinary course of business have been effected, or where the service supplied consist of storage, within two (2) months after the collection of Consignment from the Company or the date that collection would in the ordinary course of business have been effected.

Customer agrees that no servant or agent of the Company shall be under any liability to the Customer, consignor, owner and /or consignee for any loss, damage or delay of whatsoever kind arising directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment in relation to the Goods and without prejudice to the generality of the foregoing provision in this clause every exception, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Company shall also be available and shall extend to protect each and every such servant or agent of the Company as aforesaid and for the purpose of this clause the Company is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of, all persons who are or who might be its servants or agents from time to time and all such persons shall to this extent be or be deemed to be parties to this agreement.

12. AIRFREIGHT, SEAFREIGHT AND THIRD PARTY CARRIERS

The Company and Customer acknowledge that Goods moving by airfreight are subject to the applicable airfreight convention and Goods moving by seafreight are subject to applicable international treaties and Conventions. The Customer's recovery of loss or damage, if any, is against the applicable airline or seafreight carrier and is limited in accordance with the applicable Conventions, rules and international treaties. In the event of any loss or damage suffered by the Customer whilst the Goods are in the possession of an airline or seafreight carrier, the Company will seek to recover on behalf of the Customer from the relevant carrier amounts payable under the aforementioned Conventions, rules and treaties as they are applicable.

The Company and Customer acknowledge that Goods moving by airfreight or seafreight may necessarily involve a part of transport undertaken by other means. In the event of any loss or damage suffered by the Customer whilst the Goods are in the possession of a third party carrier, the Company will seek to recover on behalf of the Customer from the third party carrier amounts payable under applicable laws, conventions, rules and treaties.

13. INDEMNITY

Customer indemnifies the Indemnified against all Costs suffered or incurred by the Indemnified, however caused, arising wholly or partially, directly or indirectly, in connection with this Agreement or the Services provided by the Company, including in connection with:

- (a) any loss or damage directly or indirectly caused by the Goods;
- (b) any breach of this agreement by the Customer, including a breach of any warranty by the Customer;
- (c) amounts of customs duty, GST and other payments made to Government Authorities by the Company on behalf of the Customer;

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- (d) Costs incurred by an unauthorised use of the Customer's credit account held with the Company that the Company may suffer as a result of any such breach;
- (e) the Customer's provision of inaccurate or misleading information to the Company or Government Authorities, or failure to provide accurate information as required or requested by the Company or a Government Authority;
- (f) Costs incurred by the Company in enforcing a debt against the Customer, or in recovering money owed by the Customer to the Company, including legal costs;
- (g) Cost incurred by the Company in registering or enforcing a security interest against the Customer, including legal costs;
- (h) a consignee refusing or failing to take delivery of Goods, including storage costs incurred by the Company as a result of such refusal or failure;
- (i) any breach of Licence caused directly or indirectly by the Customer;
- (j) Costs incurred by the Company on behalf of the Customer to any other person in relation to the carriage of the Goods;
- (k) Costs incurred by the Company in seeking to recover any amounts on behalf of the Customer from airfreight or seafreight or other third party carriers in accordance with this agreement; and
- (l) Costs incurred by the Company as a result of or in connection with any Licences in relation to the Goods or Services.

The Indemnified may make a claim under indemnities in this contract in relation to a Cost before having incurred the Cost, or before making a payment in relation to the Cost.

Nothing in the indemnities in these terms and conditions will be construed so as to prevent Company from claiming damages in relation to Customer's breach of any term of this contract. Each indemnity in this contract is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this contract for whatever reason.

14. STORAGE

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 expense.

15. DELIVERY

The Company is deemed to have satisfied its delivery obligations under the Service Agreement if the Company delivers the Goods to the address given by the Customer and obtains from a person at that address a receipt or a signed delivery docket.

Where the Goods are accepted for forwarding by rail to an address in a town or to a place where the Company has no receiving depot the Goods shall be deemed delivered if they are delivered to the nearest railhead.

In the event of the consignee refusing to take delivery or not being able to take delivery of the Goods, or the Goods being unable to be delivered for any other reason, the Company is authorised to at the Company's absolute discretion and at the Customer's sole expense and risk and without liability to the Company, deal with the Goods as the Company thinks fit including storing or disposing of the Goods or returning them to the Customer or the person entitled to collect the Goods.

Instructions to collect on delivery (COD) in cash or otherwise are accepted by the Company upon the condition that the Company shall take all reasonable care in connection, but will not be liable for any loss or damage arising as a result of the Company's failure to comply with such instructions.

16. COMPANY NOT RESPONSIBLE FOR DECLARATIONS REGARDING GOODS

The Company shall be under no obligation to make any declaration to, or to seek any special protection or cover from, the Department of Railways or Railway's Authority in any State of the Commonwealth of Australia or any airline or road transport authority in respect of any goods falling within the definition of that body:

- (a) of dangerous or hazardous goods; or
- (b) of goods liable to be stored in the open,

unless written instructions to that effect are given to the Company by the Customer.

17. DEFAULT AND SECURITY

Without prejudice to the rights of the Company at common law the Goods (and all documents relating thereto) which come into the possession or under the control of the Company shall be subject to a special and general lien and pledge for monies due to the Company in respect of Services and/or disbursements relating to the Goods; and for any other indebtedness to the Company from whatever cause by the Customer, consignor, owner or consignee of the Goods.

If such indebtedness is not paid in full by the respective debtor within fourteen days of service by the Company on the debtor of notice from the Company that it intends disposing of the goods, the Company shall be entitled to:

- (a) charge the Customer interest on overdue amounts at a rate of 14%;
- (b) enforce any Security Interest in the Goods; and
- (c) sell the Goods whether by public auction or by private treaty at its entire discretion and apply the net proceeds of sale towards the said debtor's indebtedness.

The foregoing pledge shall apply to all goods referred to in that clause notwithstanding that the goods may have been delivered up to any other person, or that the pledge has been entered into for a mixed purpose, or that all the rights of ownership under the pledge are not exercised by the agent, or that the goods originally may have come into the possession of the agent pursuant to a bailment of a different kind or for another purpose.

18. REGISTRATION

Customer:

- a) acknowledges this agreement is a security agreement for the purposes of the PPS Act
- b) consents to Company registering its Security Interests under this agreement on the PPSR;
- c) will execute all documents and do all things as may be required to give effect to this grant of Security Interests;
- d) irrevocably appoints all and any of Company's company secretary and credit manager or other representative as Customer's attorney for the purposes of doing all such acts and things and executing all such documents necessary to enable Company to register its Security Interests; and
- e) agrees not to grant any other person a Security Interest in the Goods;
- f) agrees to indemnify Company on an indemnity basis against all costs and expenses incurred by Company in connection with registering and enforcing its Security Interest on a full indemnity basis.

19. PPS ACT

To the extent the law permits, Company need not comply with any of the provisions of the PPS Act which the parties are permitted to contract out of under s115(1) and 115(7) of the PPS Act. The parties exclude the operation of s142 and 143 to the extent permitted by the law.

Customer waives its rights to receive all notices that are permitted to be waived under s157(3) of the PPS Act.

Unless otherwise agreed and to the extent permitted by the PPS Act, Customer agrees not to disclose information of the kind referred to in section 275(1) of the PPS Act to an interested person, or any other person requested by an interested person. Customer waives any right it may have, or but for this clause may have had, under section 275(7)(c) of the PPS Act to authorise the disclosure of such information.

If Company exercises a right, power or remedy in connection with this agreement, that exercise is taken not to be an exercise of a right, power or remedy under the PPS Act unless Company states otherwise at the time of exercise. However, this clause does not apply to a right, power or remedy which can only be exercised under the PPS Act.

20. UNFORSEEN EVENTS

The obligations of Company under this agreement are suspended to the extent that an Unforeseen Event affects them, as long as the Unforeseen Event

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continues. However, if an Unforeseen Event continues for more than 40 business days, Company may terminate this agreement by notice in writing to Customer of not less than 10 business days. The occurrence of an Unforeseen Event does not suspend the obligation of Customer to pay any money under this agreement. A party claiming an Unforeseen Event must use their best endeavours to remove, overcome or minimise the effects of that Unforeseen Event as quickly as possible.

21. COMMUNICATIONS

Communications must be in writing and can be sent to accounts@au.ligentia.com. Either party may serve any Communication on the other party by sending it to that party's email address.

A Communication by email will be taken to have been received by the addressee 24 hours after the email was sent, unless the party sending the email knows or reasonably ought to suspect that the email was not delivered to the addressee's domain specified in the email address.

22. GENERAL

This agreement and any collateral agreements made by the Company with the Customers wherever made shall be governed and construed according to the laws of the State of Queensland and shall be subject to the exclusive jurisdiction of the Courts of the said State of Queensland.

If this agreement is inconsistent with any other document between the parties, this agreement prevails to the extent of the inconsistency.

The parties agree to do everything required to give full effect to this agreement.

This agreement and any other document incorporated by reference constitute the entire legal agreement. The parties agree that they have not relied on any representation or statements outside the terms of this agreement.

The documents constituting this agreement may be executed in a multiple counterparts. The counterparts will be read as 1 legal document.

No right or obligation under this agreement will be waived unless the waiver is explicitly waived in writing.

Any unenforceable or invalid term of this agreement will only be severed to the extent of the unenforceability or invalidity without affecting any other term in this agreement.

This agreement is binding on each party's successors and permitted assigns.

23. DEFINITIONS

The following definitions apply in this agreement:

Communication means any written communication including each notice, consent, approval, request and demand under or in connection with this agreement.

Convention means

- a) the Convention for the Unification of Certain Rules for International Carriage;
- b) the Convention for the Unification of Certain Rules relating to International Carriage by Air; or
- c) the International Convention for the Unification of Certain Rules relating to Bills of Lading and the SDR Protocol (1979),

whichever may be applicable.

Costs means any costs, expenses, losses, damages, claims, demands, proceedings, and other liability.

Customer means the party accepting the terms and acquiring the Services.

Goods means the chattels, articles or things tendered by the Customer for carriage, transportation, storage or bailment or other services by the Company and shall include the container or containers, unit load devices or other packaging containing the same and any other pallet or pallets delivered with the same to the Company.

Dangerous Goods means Goods or articles or substances of which Goods are comprised which are capable of posing a risk to health, safety, property or the environment and fall within one or more of the UN classifications of dangerous goods or are otherwise liable to cause damage to any person or property whatsoever.

Government Authorities means, without limitation, all Government departments and agencies with responsibility for the import and export of goods, the collection of revenue on the import and export of goods and the transport of those goods to include, without limitation, the Australian Border Force, the Department of Agriculture, the Australian Taxation Office and those State and Commonwealth government authorities in Australia responsible for road safety regulation of heavy vehicles and Chain of Responsibility legislation and the laws governing the carriage of goods by road.

Indemnified means the Company and its directors, employees, contractors, servants and agents.

Licences means any Customs Broker's Licence, Depot Licence, Warehouse Licence or any other licence issued by a Government Authority

Non Excludable Conditions means any guarantee, condition or warranty (such as the consumer guarantees implied by the Competition and Consumer Act 2010 (Cth)), which cannot by law be excluded.

PPS Act means the *Personal Property Securities Act 2009* (Cth).

PPSR means the Personal Property Securities Register.

Security Interest has the meaning given to that term in section 10 of the PPS Act.

Services means the services provided by the Company including cartage, carriage, transportation, and storage.

24. INTERPRETATION

Unless the terms and conditions of this agreement explicitly state otherwise, this agreement will be interpreted as follows:

- a) a reference to a party includes that party's permitted assigns, administrators, successors, executors, legal representatives and any novated party;
- b) "including", "includes" or any derivation of those words does not limit the matter in question to the things specifically mentioned in the applicable context;
- c) where a term is defined, other grammatical forms of that term will be taken to have the same meaning;
- d) headings are for convenience and will not affect interpretation;
- e) words in the singular will be taken to include the plural and also the opposite;
- f) a reference to a document will be to that document as updated, varied or amended;
- g) when any kind of legislative instrument is referenced, the reference will be taken to be that instrument as updated or substituted for by the legislative body in any way;
- h) where a "URL" is mentioned, the non-operation of the "URL" will not render the rights and obligations associated with it invalid;
- i) a reference to a party's conduct includes omissions as well as acts;
- j) if a party is described as having discretion in a matter, the discretion in that matter will be interpreted as sole and absolute; and
- k) where a party is required to do "anything necessary", this includes executing agreements and other legal instruments.