

The Customer's attention is drawn to these standard trading conditions, which exclude or limit the Company's liability and may require the Customer to indemnify the Company in certain circumstances.

All business undertaken by the Company is subject to these standard trading conditions and the terms and conditions of any Transport Document issued by the Company or a Carrier for Services supplied to the Customer. In the event of any inconsistency between these standard trading conditions and the terms and conditions of a Transport Document, these terms and conditions shall apply to the extent of the inconsistency. The use of the Customer's own forms does not affect these standard trading conditions which shall prevail, to the extent of any inconsistency. Use of the Services constitutes an acceptance of these standard trading conditions by the Customer.

## 1. Definitions

"Carrier" means the actual carrier engaged to carry the Goods and includes warehousemen.

"Company" means Air Menzies International (Aust) Pty Limited (ACN 003 227 914) its servants, agents and subcontractors and includes any or all companies related to any subsidiary of the foregoing.

"Container" means any container, trailer, transportable tank, flat, pallet or other packaging or article used to carry, consolidate, store or package the Goods.

"Customer" means the person acquiring Services from the Company and includes the shipper, consignee, receiver, owner or bailor of the Goods.

"Dangerous Goods" means Goods which are in fact or at law noxious, dangerous, hazardous, explosive, radioactive, inflammable or capable by their nature of causing damage or injury to their Container, other Goods or to any persons or animals, or property.

"Goods" means the whole and any part of the chattels, articles and things tendered under this agreement by the Customer and includes the Container of the Goods.

"GST" means the goods and services tax imposed by or under a GST Law.

"GST Law" means the same as in the A New Tax System (Goods and Services Tax) Act (Cth) 1999.

"GST Rate" means the rate of GST under the GST Law.

"Invoice" means a tax invoice under the GST Law.

"Insolvency Event" means any circumstance in which the Customer is unable to pay any amounts that have become due and payable and includes liquidation, official management, administration, compromise arrangement, merger, amalgamation, reconstruction, winding up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or a similar procedure or, where applicable, changes in the constitution of any partnership or person, or death.

"Person" includes corporation, firm or other entity.

"Personal Property Securities Act or PPSA" means the *Personal Property Securities Act 2009* (Cth).

"Services" means all services supplied by the Company to the Customer (whether gratuitously or not) and includes but is not limited to any advice or information, carriage, storage, lifting, packing, warehousing, handling, installation, removal, assembly, consolidation, insurance of the Goods, breakbulk, import and export services, customs clearance and arranging provision of these Services by a third party.

"Supply" means the same as in the GST Law.

"Taxable Supply" has the meaning given to it in Clause 10.(1) of these standard trading conditions.

"Transport Document" means any house or main air waybill, bill of lading, seawaybill, warehouse receipt, consignment note, contract of carriage, ships delivery order or other document issued by the Company, Carrier or a third party providing Services in respect of the Goods.

## 2. Not a Common Carrier

The Company carries on business as a customs and forwarding agent and wholesale freight forwarder and is not the actual carrier unless the Goods are carried on an aircraft, ship or other conveyance owned or operated by the Company, and the obligations of the Company are limited to arranging carriage of the Goods by a Person or Carrier. The Goods are carried at the Customer's risk and the Customer authorises the Company to act as its agent to enter into the terms and conditions in a Transport Document on behalf of the Customer. The Company is not a common carrier and will accept no liability as such, and may refuse at its sole and absolute discretion to supply its Services without assigning any reason. The Company will not accept bullion, coins, precious stones, jewellery, valuables, antiques, pictures, works of art, precious metals, livestock, or plants except by prior written agreement.

## 3. Variation of Contract

The Company shall not be bound by any agreement purporting to vary these standard trading conditions unless the agreement is in writing and signed on behalf of the Company by one of its directors.

## 4. Regulations Relating to Goods

The Customer shall comply with the requirements of any applicable law relating to the nature, condition and packaging of the Goods and the expenses and charges of the Company in complying with the provisions of any such law or with any order or requirement thereunder or with the requirement of any harbour, dock, airport, railway, shipping, customs, warehouse or other authority or corporation shall be paid by the Customer and the Customer shall provide to the Company all such assistance, information and documents as may be necessary to enable the Company to comply with such laws, orders or requirements.

## 5. Dangerous Goods and Prohibited Goods

- (1) The Customer shall not tender any Dangerous Goods for carriage or storage without presenting to the Company a full description thereof and giving such notice of intention to ship or bail Dangerous Goods and comply with any applicable laws, regulations or requirements. If any Goods are, in the opinion of the Company, liable to become of a dangerous, inflammable or damaging in nature, they may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Customer and without prejudice to the Company's right to freight and charges.

- (2) Whether or not the Customer was aware of the nature of the Goods, the Customer shall indemnify the Company against all claims, losses, damages or expenses arising in consequence of any breach of the provisions of this clause.
- (3) The Customer shall not tender any Goods for carriage that are prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organisation), ADR (European Road Transport Regulation on dangerous goods), any applicable government department or other relevant organization.
- (4) The Customer shall not tender for carriage any counterfeit goods, plants, animals, fish, birds (live), bullion (or any precious metal), cash (current legal tender, bank notes, currency notes and coins), banderols/tax stickers, bearer form negotiable instruments, precious metals and stones, jewellery and watches, antiques and works of art, furs and ivory, china, crystal, marble or enamel goods, perishable or fragile goods and regulated waste dangerous goods, real or imitation firearms or parts thereof, weapons, explosives and ammunition, batteries, human remains or ashes, pornography or illegal narcotics/drugs, cigarettes. Further, the Customer shall communicate to its customers that the above items are prohibited to be transported and shall indemnify the Company for any loss, damage or expense suffered by the Company as a result of the Customer's failure to comply with this clause.

## 6. Methods and Route of Transportation

- (1) Pending forwarding and delivery, the Goods may be warehoused or otherwise held at any place at the sole discretion of the Company at the Customer's risk and expense.
- (2) The Company may at any time and without notice to the Customer:
  - (a) use any means of transport or storage whatsoever;
  - (b) transfer the Goods from one conveyance to another including transhipment;
  - (c) unpack and remove Goods which have been stowed in a container and forward the same in a container or otherwise;
  - (d) proceed by any route in its discretion;
  - (e) load or unload the Goods at any place and store the Goods at any such place;
  - (f) comply with any orders or recommendations given by any government or authority or any Person acting or purporting to act as or on behalf of such government or authority.

## 7. Delivery

- (1) If delivery of the Goods or parts thereof is not taken by the Customer at the time and place when and where the Company is entitled to call upon the Customer to take delivery thereof, the Company shall be entitled without notice to unstow the Goods if stowed in Containers or to store the Goods at the sole risk of the Customer. Such storage shall constitute delivery, and the liability of the Company in respect of the Goods shall wholly cease and the cost of such storage shall be payable by the Customer.
- (2) If the Customer fails to take delivery of the Goods within 30 days of its becoming due under sub-clause 7(1) or if in the opinion of the Company they are likely to deteriorate, decay, become worthless or incur any charges in excess of their value or if the Goods are insufficiently addressed marked or not identifiable, the Company may without prejudice to any rights which it may have against the Customer, without notice and without any responsibility, sell or dispose of the Goods and apply any proceeds in reduction of any sums due to the Company from the Customer.
- (3) Where the Customer requires the Company to deliver consignments shipped by the Customer to a third party, the Customer shall procure that the addressee on the label (or such person's agent) has provided the Company with appropriate authorisation to deliver the consignments to such third party. The Company shall not have any liability in connection with the consignment arising from the acts or omissions of such third party.

## 8. Declaration of Value

The Company will not declare the value of the Goods in a Transport Document unless instructed to do so in writing by the Customer.

## 9. Quotations, Freight & Charges

- (1) Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal or revision. If any changes occur in the rates of freight or other charges applicable to the Goods, quotations and charges shall be subject to revision accordingly with or without notice.
- (2) Freight and storage charges are earned upon receipt of the Goods by the Company or a Carrier and payable upon delivery of the Goods or the date that the Goods ought to have been delivered, whether or not the Goods are lost or damaged. The Company may charge freight or storage by weight, measurement or value, and may at any time reassess the Goods and charge additional freight or storage charges accordingly.
- (3) Where a Customer gives special instructions that the Company's charges are to be paid by a third party it shall be liable to pay those charges if the third party does not pay the Company within 7 days of delivery, tendered delivery or when the Goods should have been delivered.
- (4) The Customer shall pay the Company for Services in accordance with the Company's tariff and charges in force from time to time or as agreed. If any moneys due to the Company for services are unpaid after 14 days from the date of invoice, the Company may, at its discretion, charge the Customer interest at the rate of 1.5% per month.
- (5) Charges for the Services may, at the absolute discretion of the Company, be quoted in the currency of origin based on the higher of mass, volume or value.
- (6) Collect freight charges may be converted into the currency of destination at exchange rates set by the Company in its absolute discretion.
- (7) The Customer must or, if a Person other than the Customer is nominated on the front, then that Person must:
  - (a) unless otherwise agreed, pay the charges to the Company in Australian dollars within 7 days of the date of the Company's invoice;
  - (b) pay freight by weight or measurement as the Company selects;
  - (c) if the Goods are at any time re-weighed or re-measured, pay any proportional additional freight and, if required by the Company, an

- additional charge of \$10.50 per item or other amount charged by the Company's subcontractor;
- (d) pay any charge for demurrage at the rate charged to the Company directly or indirectly by any railway or shipping authority or other Person;
  - (e) pay the Company's expenses and charges to comply with any law or regulation or any order or requirement made under them or with the requirement of any market, harbour, dock, railway, airline, shipping, customs, excise, or warehouse authority or other Person;
  - (f) if any of the Goods are under Customs control, pay all Customs duty, excise duty and costs (including any fine or penalty) which the Company becomes liable to pay or pays;
  - (g) supply or pay for labour or machinery or both to load, unload, maintain or protect the Goods;
  - (h) if the Company requires, pay an additional charge at industry rates if the receiver of the Goods is not present during normal trading hours or the time specified, or if there is any delay outside the Company's control in loading or unloading greater than 30 minutes;
  - (i) pay the cost, expense or loss to the Company of destruction or disposal under 5(2), storage and return under 7(2), of opening or inspecting of Goods and of sale of Goods under 12;
  - (j) compensate the Company for any cost, expense or loss to the Company's property or any Person caused by the Goods, the Customer, the receiver of the Goods or any Person acting for the Customer or the receiver;
  - (k) if a copy of a contract or any part is required, pay the Company a charge of \$5.00 or other amount charged by the Company's subcontractor; and
  - (l) if a Person other than the Customer is nominated to pay the Charges and doesn't do so within 7 days of the date for payment, the Customer must pay the Charges and a transfer charge of \$10.00 immediately upon the Company's demand.
- (8) The Company reserves the right to make surcharges to recover costs associated with temporary or industry-wide or operational situations which could not be reasonably anticipated by the Company, including but not limited to: fuel price increases whether or not arising out of any force majeure event (i.e. acts or events beyond the reasonable control of the Company including but not limited to natural disasters, terrorist attack, war, riots, or rebellions or embargo), and increases in Government or any other authority's fiscal or statutory charges payable by the Company including variations in vehicle excise duty and any additional costs associated with providing the Services in the event of a subcontractor ceasing to supply relevant services whilst the Goods are in transit.

#### **10. GST**

- (1) Clause 10 applies if the Company is or may become liable to pay GST in relation to any Supply under these Conditions (a "Taxable Supply"). A Taxable Supply may comprise the whole or any part of the Services.
- (2) Unless otherwise stated, all charges quoted by the Company are exclusive of GST. In addition to such charges, the Customer must pay to the Company GST on a Taxable Supply of an amount equal to the Company's GST exclusive charge for the Taxable Supply multiplied by the GST Rate. GST shall be payable by the Customer without any deduction or set off for any other amount at the same time as the Company's GST exclusive charge is payable. In all other respects, GST shall be payable by the Customer to the Company upon the same basis as the Company's GST exclusive charge is payable under these Conditions.
- (3) The Company must issue an Invoice to the Customer for the amount of GST referable to a Taxable Supply. The Company must include in such Invoice such particulars as are required by the GST Law in order that the Customer may obtain an input tax credit for the amount of GST payable on the Taxable Supply.
- (4) If the Customer makes default in the payment on the due date of any GST payable pursuant to Clause 10 or pursuant to any GST Law, then without prejudice to any other remedies of the Company, the Customer shall pay to the Company upon demand the GST payable and an amount equal to the amount of any damages, penalty, interest or additional GST that may become payable by the Company arising out of the default of the Customer.

#### **11. Advances of Duties and Expenses and Customs Entry**

The Customer authorises the Company to advance on behalf of the Customer, any duties, GST, taxes, charges or other disbursements in respect of the Goods. The Company has no obligation to advance any such amounts on behalf of the Customer and will only do so in its absolute discretion. If it is necessary to make customs entry of Goods at any place, the Goods shall be deemed to be consigned at that place to the Customer, the Carrier or any person the Carrier designates as customs consignee.

#### **12. Lien**

- (1) The Company, its servants and agents shall have a particular and general lien on any Goods and any documents relating to those Goods, and a right to sell the Goods and documents whether by public or private sale or auction without notice, for all sums payable by the Customer to the Company including freight, demurrage, container detention charges, container repair costs, container cleaning costs, duty, fines, penalties, salvage, average of any kind whatsoever and without limitation and for any and all debts, charges, expenses or other sums due and owing by the Customer or its servants or agents. In addition, the lien shall cover the costs and expenses of exercising the lien and of such a sale including reasonable legal fees. The lien and rights granted by this clause shall survive delivery of the Goods and the Company shall be entitled to retain the proceeds of sale of the Goods in respect of any outstanding amounts referred to in this clause. Where the proceeds of sale are not sufficient to cover all amounts payable to the Company, the Company is entitled to recover any deficit from the Customer. The Company sells or otherwise disposes of such Goods and any other documents as principal and not as agent and is not the trustee of the power of sale.
- (2) From the time the Company, or its servants or agents, receive the Goods into its custody, the Goods and all of the Customer's present and future rights in relation to the Goods and any documents relating to those Goods, are subject to a continuing security interest in favour of the

Company for the payment of all the amounts owed for freight, demurrage, container detention charges, duty, fines, penalties, salvage, average of any kind whatsoever and without limitation and for any and all debts, charges, expenses or any other sums due and owing by the Customer or the Customer's principals, servants or agents. Further, the continuing security interest shall cover all the costs and expenses of exercising the lien, including the costs of a public or private sale or auction, including legal and administration costs.

- (3) For the purpose of these trading conditions the Company shall be deemed to have custody and possession of the Goods whether the Goods are in the actual physical custody and possession of the Company or any subcontractors, servants or agents, and whether or not the Company is in possession of any documents of title relating to the Goods. The Customer and the Company agree that the Company has possession of the Goods within the meaning of section 24 of the PPSA even if the Goods are in possession of the Company's subcontractor's servants or agents.
- (4) The Customer acknowledges that the Company may, at the Customer's cost, register its security interests granted by the Customer under these trading conditions, and all of the Customer's present and future rights in relation to the Goods, on the Personal Property Securities Register established under PPSA.
- (5) The Customer will immediately inform the Company if an Insolvency Event occurs with respect to the Customer. The Customer shall not change its name or other details without first notifying the Company in writing with at least 14 days notice before such change takes effect.
- (6) The Customer will not:
  - (a) permit to subsist any other security interest in relation to the Goods which would rank ahead of the Company's interests or;
  - (b) except in the normal course of business, sell, lease or dispose of, or permit the sale, lease or disposal of the Goods.
- (7) In addition to any rights that the Company has under the PPSA the Company shall have the right, as the Customer's agent, at any time while any amount owing by the Customer to the Company under the Contract remains outstanding, to enter into the premises where the Goods are stored and remove them without being responsible for any damage caused in exercising this right. The Customer shall indemnify the Company for all such monies and all such costs, charges and expenses in repossessing the Goods.
- (8) The Customer and Company agree pursuant to section 115 of the PPSA to contract out of sections 95, 96, 120, 121, 123 and 125 and, to the extent permitted by law, Divisions 3 and 4 of the PPSA.

#### **13. Brokerage and Commissions**

The Company is entitled to and may retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to customs, shipping and forwarding agents and insurance brokers, whether declared or otherwise, and no such brokerage, commission, allowance of other remunerations shall be payable to the Customer.

#### **14. Claims Handling**

The Customer agrees that the Company is not obliged to advise or assist the Customer or any other party to prepare or make a claim against a Carrier, and accepts no liability for any loss or damage whatsoever, however caused. The Company may provide advice or assistance in the handling of claims at the request of the Customer and may charge the Customer for doing so.

#### **15. Warranties**

- (1) The Customer expressly warrants that it is the owner or the authorised agent of the Person owning or having an interest in the Goods and accepts these standard trading conditions on its own behalf and also as agent for the Person owning or having an interest in the Goods, provided always that the Customer will only be deemed to have entered into this contract as agent if the identity of the Customer's principal is disclosed to the Company in writing prior to the Customer and the Company entering into this contract. The Customer indemnifies and shall keep the Company indemnified against all claims by any other Person for any loss or damage whatsoever arising out of or incidental to or in connection with the Services provided by the Company.
- (2) The Customer warrants that no claim or allegation will be made against the Company by any Person (other than the Customer or the Customer's disclosed principal) who is or may subsequently be interested in the Goods or part of them or the Services and the Customer undertakes to indemnify the Company in respect of any liability whatsoever and howsoever arising including but not limited to liability arising from negligence or breach of contract, whether fundamental or otherwise, or wilful act or default of the company or others) in respect of any such claim or allegation.
- (3) The Customer warrants that all information provided by it to the Company in connection with the Goods is accurate and adequate and indemnifies the Company against all loss, damage, fees and expenses arising or resulting from any inaccuracies or inadequacy in that information.
- (4) The Customer warrants that it has complied with all applicable customs, import, export, data protection laws, sanctions, embargos and other laws and regulations.
- (5) The Customer warrants that it shall comply with and agrees to bound by, and warrants that its own customers comply with and agree to be bound by the terms of these standard trading conditions, and shall on demand provide copies of its agreements with its own sub-customers.
- (6) The Customer warrants that all Goods are properly packed, taking into account the content of the consignment, failing which the Company's liability shall be reduced accordingly. The Customer warrants that all Goods are correctly labelled taking into account the destination of the consignment and type of consignee.
- (7) The Customer warrants that it has obtained all necessary consents in relation to personal data provided to the Company including receiver's data as may be required for transport, customs clearance and delivery, such as email and mobile phone number.
- (8) The Customer warrants that it shall, at its own cost ensure that its customers undertake to do the following:

- (a) Obtain from the sender/consignor any required waiver of liability or payment for insurance;
  - (b) Collect all required information relating to each shipment;
  - (c) Complete the Air Waybills provided by the Company accurately with all relevant information filled in, vis-a-vis, accurate sender / consignee addresses, commodity description, to clearly mark service requirements visibly on the space provided on the Air Waybill. Number of pieces, dimensions, weight of shipment, description of the shipment, signature of the person handing over the shipment(s), time of handing over the shipment and date;
  - (d) Attach the labels or Air Waybill produced by the Company to the relevant consignments;
  - (e) Attach identifying stickers/tapes/labels for multiple piece shipments;
  - (f) Forward the consignments to the Company locations as agreed between the parties pursuant to the terms of these standard trading conditions;
  - (g) Provide accurate dimensions and weight of all consignments and provide all required transit documentation (certificate of origin / phytosanitary certificates / legal paperwork and licences) etc.; and
  - (h) Prepare shipments ready for collection by the courier arriving for pick up at pre-scheduled intervals (where applicable and as agreed between the parties).
  - (i) Ensure that all consignments are properly packaged taking into account the content of the consignment. The packaging must be secure and tamper proof for aviation security purposes.
- (9) For security reasons, the Customer shall inform to the Company of any shipment with a value exceeding fifty thousand Australian dollars AUD \$50,000.00 prior to dispatch.

**16. Exclusion of Liability**

- (1) The Goods shall at all times be at the risk of the Customer and the Company shall not be liable in tort (including negligence), contract (including a fundamental breach of contract), bailment, contravention of any statute or breach of statutory duty or otherwise for any loss of or damage to or failure to deliver or delay in delivery or misdelivery of the Goods or documentation whatsoever howsoever caused.
- (2) In no circumstance is the Company liable for any loss suffered by the Customer in connection with the Goods or the Services that is a consequential or indirect loss including:
  - (a) losses that are purely financial or economic losses;
  - (b) loss of opportunity;
  - (c) losses in connection with contracts, agreements or understandings the Customer has with third parties;
  - (d) loss of market;
  - (e) any other losses whatsoever that do not arise directly from physical damage to or loss of the Goods and are consequential in nature.
- (3) The exclusion of liability in Clauses 16(1) and 16(2) extends to include not only loss of or damage to the Goods themselves, but loss damage or injury to any person, property or thing damaged arising from the Company providing the Services under this contract and to any indirect or consequential loss arising from such loss, damage or injury or from failure to deliver, delay in delivery or misdelivery of Goods or documentation.
- (4) In all cases where liability has not been effectively excluded, whether by this agreement or by statute, convention or otherwise, the total liability of the Company for any loss or damage is limited to the lesser of:
  - (a) AS\$20,000;
  - (b) the replacement of the Goods or the supply of equivalent Goods;
  - (c) the repair of the Goods;
  - (d) the payment of the cost of replacing the Goods or of acquiring equivalent Goods;
  - (e) the supplying of the Services again; or
  - (f) the payment of the cost of having the Services supplied again.
- (5) For air carriage to and from the United States, the Company's liability is limited to 19 Special Drawing Rights per kilogram of Goods lost, damaged or delayed.

**17. Indemnity**

- (1) The Customer shall indemnify the Company from all claims for loss or damage, injury or death, customs duty, excise duty, costs, fines or penalties which the Company is or becomes liable to pay for any reason whatsoever in respect of the Goods or Services whether or not such liability is due to the negligence or wilful default of the Company.
- (2) If a third party makes any claims for costs, loss or damage arising from the Services against the Company, its agents or sub-contractors, then the Customer shall indemnify the Company, its agents and sub-contractors against any such claim.
- (3) The Customer hereby fully indemnifies and holds the Company harmless for any costs, loss or damage arising out of its failure to comply with any applicable laws or statutory obligations or regulations and for its breach of the warranties and representations set out in these standard trading conditions.

**18. Sub-Contracting & Indemnity**

- (1) The Company shall be entitled to sub-contract on any terms the whole or any part of the Services. The Customer shall be bound by such terms and shall indemnify the Company against any claims arising out of their acceptance.
- (2) Any Person or Carrier providing the Services (other than the Company) shall have the benefit of these provisions as if they were expressly for his benefit, and in entering into this agreement, the Company does so as agent and trustee for such Person or Carrier.
- (3) If the Company subcontracts the whole or any part of the Services to a Person or Carrier, the Services provided by the Company are also subject to the terms and conditions of the contract between the Company and that other Person and the Company shall have the benefit of all provisions benefiting that other Person as if those provisions were expressly for the benefit of the Company. In the event of and to the extent of any

inconsistency between these standard trading conditions and the terms and conditions of the contract between the Company and the other Person or Carrier, these standard trading conditions shall apply.

**19. Notice of Loss**

Any claim for loss or damage must be notified in writing to the Company within 7 days of delivery of the Goods or the date upon which the Goods should have been delivered, failing which the Company shall be discharged of all liability whatsoever howsoever arising.

**20. Time Bar**

The Company shall be discharged from all liability unless suit is filed and served on the Company within 9 months after completion of the Services or anticipated date of completion of the Services, delivery of the Goods or the date when the Goods should have been delivered, whichever is the earlier.

**21. Contrary Legislation**

These standard trading conditions are to be read subject to relevant statutory provisions having effect in Australia which by law cannot be excluded, restricted or modified. Any such term or condition of these standard trading conditions which is inconsistent with or repugnant to that legislation shall be null and void to the extent (but no further) of such inconsistency or repugnance.

**22. Severability**

Each term or condition of these standard trading conditions is severable from the other, and if for any reason a term or condition is invalid or unenforceable it shall not prejudice or affect the validity or enforceability of any other term or condition.

**23. Law and Jurisdiction**

These standard trading conditions are governed by and shall be construed in accordance with the laws of the State of the New South Wales, Australia, and the parties agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales.

**24. Privacy disclosure and consent**

- (1) The Company will comply with the Australian Privacy Principles (as defined in the Privacy Act 1998 (Cth)) in all dealings with you, the Customer (Account Applicant or Account Holder).
- (2) The Company may need to collect personal information about the Customer, including but not limited to, full name and address, drivers licence details, credit card details, date of birth, and credit or business history. The Customer consents to the Company using the Customer's personal information, and without limitation that information provided in this application, in order to:
  - (a) fulfil functions associated with the Goods;
  - (b) provide the Services;
  - (c) enter into contracts with the Customer or third parties;
  - (d) assessing the Customer's credit worthiness, assessing the Customer's application for commercial credit account, reviewing the Customer's account from time to time after it is approved and (if required) for the purposes of exercising any right; and
  - (e) to market to the Customer and maintain a client relationship with the Customer.
- (3) The Customer consents and authorises the Company to:
  - (a) obtain credit information about its personal, consumer and commercial credit worthiness from any bank or trade referee disclosed to the Company and from any other credit provider or credit reporting agency for the purpose of assessing any application for credit, or in connection with any guarantee given by the Customer;
  - (b) use, disclose or exchange with other credit providers and DHL entities information about the Customer's credit arrangements in order to assess any application for credit, monitor credit worthiness and collect overdue amounts;
  - (c) use, disclose or exchange with any credit provider or credit reporting agency for the purposes of obtaining information about the Customer or commercial credit or business history or Customer's activities or credit worthiness;
  - (d) disclose the contents of any credit report on the Customer to the Company and other related bodies corporate of the Company, and any of their solicitors and mercantile agents; and
  - (e) to Company's service providers, contractors and affiliated company from time to time to help improve and market services to the Customer.
- (4) Subject to certain exceptions allowed by law, the Customer has the right to access the personal information the Company holds about it.

**Standard Trading Conditions received by:**

(Name Printed)	(Signature)
(Company Name)	(Date received)