



INCLUDES “C8FREIGHTWORKS PTY LTD”,
“C8FULFIL PTY LTD”,

“C8SCM PTY LTD”, “C8LOGISTICS PTY LTD”,
“C8GROUP PTY LTD”.

(Referred to herein as “C8GROUP”)

STANDARD TRADING TERMS & CONDITIONS
(Referred to herein as “Conditions”)

ACTIONS IN TORT

The defences and limits of liability provided for in these Conditions shall apply in any action against C8GROUP whatsoever, howsoever arising, whether the action be founded in contract, tort or otherwise.

ADVICE, LIABILITY FOR

The precept of caveat emptor (“buyer beware”) applies. Subject to specific clauses herein, C8GROUP is required to provide sufficient information for the Customer to make an informed decision, however, it is always incumbent upon the client to seek independent advice in respect of any transaction. “Customer” is defined as “any person at whose request or on whose behalf C8GROUP undertakes any business or provides advice, information or services”.

AGENCY, DEFAULT RULE

C8GROUP shall be deemed to be acting as Agent in any case where C8GROUP enters into a contract with any other person for the carriage, storage, packing or handling of the Goods or for any other services in relation thereto and such contract is capable of being enforced by the Customer or Owner as principal whether or not the Customer or Owner is named or disclosed as principal by C8GROUP.

AGENT, POWERS TO ENTER INTO CONTRACTS ETC.

Carriage by any route, means etc.

Unless express instructions in writing are received from the Customer, C8GROUP has complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the Goods. Advice by C8GROUP to the Customer that a particular person or firm has been selected to render services with respect to the Goods shall not be construed to mean that C8GROUP warrants or represents that such person or firm will render such services.

Right to consolidate cargo with other Goods

C8GROUP shall be entitled and the Customer hereby expressly authorises C8GROUP, except insofar as has been otherwise specifically agreed between C8GROUP and the Customer, to enter into contracts on behalf of the Customer for the carriage or storage of Goods in or on transport units or with other Goods of whatever nature.

Storage, packing, handling etc.

When and to the extent that C8GROUP in accordance with these Conditions is acting as an Agent on behalf of the Customer, C8GROUP shall be entitled (and the Customer hereby expressly authorises C8GROUP) to enter into Contracts on behalf of the Customer for the storage, packing, trans-shipment, loading, unloading or handling of the Goods by any person at When and to the extent that C8GROUP in accordance with these Conditions is acting as Agent on behalf of the Customer, C8GROUP shall be entitled (and the Customer hereby expressly authorises C8GROUP) to enter into Contracts on behalf of the Customer for the storage, packing, trans-shipment, loading, unloading or handling of the Goods by any person at any place and for any length of time;

In reasonable interests of Customer

When C8GROUP acts as an Agent on behalf of the Customer, C8GROUP shall be entitled (and the Customer hereby expressly authorises C8GROUP) to enter into all such Contracts on behalf of the Customer as may be necessary or desirable to fulfil the Customer’s instructions and subject to the trading conditions of the parties with whom such contracts are made.

Third party, not liable for acts of

When acting as an Agent, C8GROUP does not make or purport to make any contract with the Customer for the carriage, storage, packing or handling of any Goods nor for any other physical service in relation to them and acts solely on behalf of the Customer in securing services by establishing contracts with third parties so that direct contractual relationships are established between the Customer and such third parties. C8GROUP is not liable for acts and omissions by third parties, such as, but not limited to, carriers (by and means of conveyance), warehousemen, stevedores, port authorities and other freight forwarders.

Third party terms apply to contracts

C8GROUP is authorized to select and engage carriers (by and means of conveyance), truck men, lightermen, forwarders, customs brokers, Agents, warehousemen and any others, as required, to transport, store, deal with and deliver the Goods, all of whom shall be considered as the Agents of the Customer. All quotations or agreements on fixed prices, and all forwarding contracts are concluded and carried out on the basis of the conditions, rules, waybills, bills of lading, insurance policies, certificates and other documents, emanating from public administrations, railways, port and harbour authorities, ship owners, airlines, transport enterprises, wharfingers, banks, subcontractors and insurers, intervening in the performance of the transport.

ANCILLARY SERVICES, APPLICATION TO

Freight Forwarding Services means services of any kind relating to the carriage (by any means of conveyance), consolidation, storage and warehousing, handling, packing or distribution of the Goods as well as ancillary and advisory services in connection therewith, including but not limited to customs clearance and fiscal matters, declaring the Goods for official purposes, procuring insurance of the Goods and collecting or procuring payment or documents relating to the Goods. These Rules also apply whenever any claim is made against a servant, Agent or other person C8GROUP engaged for the performance of the service (including any independent contractor) and the aggregate liability of C8GROUP and such servants, Agents or other persons shall not exceed the limit applicable to the service concerned as expressly agreed between C8GROUP and the Customer or following from these Conditions.

APPLICATION OF CONDITIONS, TRADE PRACTICES ACT

All and any activities of C8GROUP in the course of business whether gratuitous or not are undertaken subject to these Conditions. Nothing contained in these Conditions shall exclude any express or implied terms conditions or warranties imposed by the Trade Practices Act 1974 as amended from time to time.

BURDEN OF PROOF, OF LIABILITY

The burden of proving that any loss or damage was due to action or inaction by C8GROUP shall rest upon the Customer.

CARRIER, ROLE AS

C8GROUP is not a common carrier and deals on the basis of these Conditions alone. Unless C8GROUP carries, stores or otherwise physically handles the shipment, and loss, damage, expense or delay occurs during such activity, C8GROUP assumes no liability as a carrier and is not to be held responsible for any loss, damage, expense or delay to the Goods to be forwarded.

CHARGES - OBLIGATION TO ADVANCE

C8GROUP shall not be obliged to incur any expense, guarantee payment or advance any money in connection with the importing, exporting, forwarding, transporting, insuring, storing or cooping of the Goods, unless the same is previously provided to C8GROUP by the Customer on demand. C8GROUP shall be under no obligation to advance freight charges, customs duties or taxes on any shipment, nor shall any advance by C8GROUP be construed as a waiver of these Conditions.

CLAIMS AGAINST DIRECTORS ETC.

The Customer undertakes that no claim shall be made against any Director, servant, or employee of C8GROUP that imposes or attempts to impose upon them any liability in connection with any services that are the subject of these Conditions and, if any such claim should nevertheless be made, to indemnify C8GROUP against all consequences thereof.

COD SHIPMENTS

Customer’s continued liability for

When Goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the Consignee or any other person, the Customer shall remain responsible for the same if they are not paid by such Consignee or other person immediately when due. Despite the acceptance by C8GROUP of instructions to collect freight, duties, charges or other expenses from the Consignee or any other person, the Customer shall remain responsible for such freight duties, charges or expenses on receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by such Consignee or other person when due.

Duty/liability of C8GROUP – C.O.D.

Goods received with the Customer’s or other person’s instructions to “Collect on Delivery” (C.O.D.) by drafts or otherwise, or to collect on any specified terms by time drafts or otherwise, are accepted by C8GROUP only upon the express understanding that it will exercise reasonable care in the selection of a bank, correspondent, carrier or Agent to whom it will send such item for collection, and C8GROUP will not be responsible for any act, omission, default, suspension, insolvency or want of care, negligence, or fault of such bank, correspondent, carrier or Agent, nor for any delay in remittance lost in exchange, or during transmission, or while in the course of collection.

CONFIDENTIAL DATA

If the true destination of the Goods is not to be known to the consignor, or their origin to the consignee, C8GROUP must be informed of this in writing. C8GROUP shall remove the origin marks only if requested to do so in writing by the Customer.

CONSEQUENTIAL LOSS, NO LIABILITY FOR

In no circumstances whatsoever shall C8GROUP be liable to the Customer or owner for consequential loss of any nature whatsoever however caused.

CONSOLIDATION OF GOODS PERMITTED

Except insofar as may be required to comply with the Customer’s instructions as regards documentation, or except under special arrangements, C8GROUP shall not be obliged to arrange for the Goods to be carried stored or handled separately from other Goods.

CUSTOMER’S OBLIGATIONS TO C8GROUP

Dangerous Goods, obligation not to tender

The Customer undertakes not to tender for transportation any Goods that are of a dangerous, inflammable, radioactive, hazardous or damaging nature except under special arrangements in which notice of the nature of the Goods has been given to C8GROUP. The Customer undertakes to mark the Goods and the outside of any packages or container in which they may be placed, as required by any laws or regulations which may be applicable during the carriage.

Be knowledgeable about the conduct of its affairs

The Customer shall be deemed to be competent and to have reasonable knowledge of all matters affecting the conduct of its business, including terms of sale and purchase and all other matters relating thereto.

Condition of container

The Customer warrants that that where C8GROUP receives the Goods from the Customer already stowed in or on a container, trailer, tanker, or any other device specifically constructed for the carriage of Goods by land, sea or air (each individually referred to herein as “the transport unit”), the transport unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein or thereon.

Dangerous Goods

The Customer undertakes to mark the Goods and the outside of any packages or container in which they may be placed, as required by any laws or regulations which may be applicable during the carriage. The Customer is strictly liable for any failure to adequately pack or mark the cargo, provide the relevant documentation or indicate that the cargo is dangerous.

Furnish correct information

The Customer is liable for its own errors and omissions and for those of its sub-contractors and, in particular, in respect of all consequences arising from incorrect, inaccurate or missing information in the order or for or on the Goods for shipment and, in particular, for Goods which, as a result of their characteristics, would be accepted for transport only under special conditions, if at all, or whose handling is the subject of special regulations.

Give proper instructions

The Customer shall give sufficient and executable instructions and C8GROUP shall, within the limits of its duty of care and diligence, inform the Customer if it considers that the Customer’s instructions are insufficient or inexecutable.

- **Liability for errors and omissions**

The Customer is liable for its own errors and omissions and for those of its sub-contractors.

- **Liability for subcontractors**

C8GROUP is not liable for acts or omissions of third parties in performing the transport, loading, unloading, delivery, clearance, storage, collection or other services rendered by C8GROUP.

- **Missing or delayed documents**

The Customer is liable for its own errors and omissions and for those of its sub-contractors, in particular, in respect of all missing documents or the delayed submission of the necessary documents.

Accuracy of description

The Customer warrants that the description and particulars of any Goods furnished by or on behalf of the Customer are complete and accurate.

Authority to ship Goods

The Customer warrants that it is either the Owner or the authorised Agent of the Owner and also that it is accepting these Conditions not only for itself but also as Agent for and on behalf of the Owner.

Packing and marking

Where the Customer has supplied Goods ready for carriage by C8GROUP, the Customer warrants that all Goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the Goods and the characteristics of the Goods and that the Goods are suitable for carriage in or on the transport unit.

Customs Clearance

On an import at a reasonable time prior to entering of the Goods for Customs, the Customer shall furnish to C8GROUP invoices in proper form and other documents necessary or useful in the preparation of the Customs entry and such further information as may be sufficient to establish, inter alia, the dutiable value, the classification, the country of origin, the genuineness of the merchandise and any mark or symbol associated with it, the Customer’s right to import and/or distribute the merchandise, and the merchandise’s admissibility, pursuant to the relevant country’s law or regulations. On an export, at a reasonable time prior to the exportation of the shipment, the Customer shall furnish C8GROUP with the commercial invoice in proper form and number, a proper consular declaration, weights, measures, values and other information in the language of, and as may be required by, the laws and regulations of the country of destination of the Goods.

CUSTOMS BOND, INDEMNITY FOR FILING

Where a bond is required by a country’s Customs to be given for the production of any document or the performance of any act, the Customer shall be deemed bound by the terms of the bond notwithstanding the fact that the bond has been executed by C8GROUP as principal, it being understood that C8GROUP entered into such undertaking at the instance and on behalf of the Customer, and the Customer shall indemnify and save C8GROUP harmless for the consequences of any breach of the terms of the bond.

DAMAGES

Loss of or damage to Goods, limitation amounts

Compensation to any party for loss of or damage to Goods shall not exceed USD 20 per kilo of gross weight of the Goods lost or damaged, provided that, in the case of partial loss, such amount will be adjusted, pro rata.

DANGEROUS GOODS

Right to destroy

Goods that in the opinion of C8GROUP or the person who has custody or possession thereof are or at any time become dangerous and present a hazard may at any time or place be unloaded, destroyed or rendered harmless without compensation and C8GROUP shall be under no liability to make any contribution in respect of such Goods.

Warranty of compliance with laws

The Customer undertakes to mark the Goods and the outside of any packages or container in which they may be placed, as required by any laws or regulations which may be applicable during the carriage.

Delay, generally

Without prejudice to any other Conditions herein or other defences that may be open to C8GROUP, in no circumstances whatsoever shall C8GROUP be liable to the Customer or owner for delay or deviation however caused.

DISPOSAL OF GOODS

For non-payment - for failure to take delivery

C8GROUP shall be entitled at the expense of the Customer to dispose of (by sale or otherwise as may be reasonable in all the circumstances) on 28 days notice in writing to the Customer, or where the Customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by C8GROUP to have any interest in the Goods, any Goods which have been held by C8GROUP for 90 days and which cannot be delivered as instructed.

Perishable Goods, without prior notice

When the Goods are liable to perish or deteriorate, C8GROUP’s right to sell or dispose of the Goods shall arise immediately upon any sum becoming due to C8GROUP subject only to C8GROUP taking reasonable steps to bring to the Customer’s attention its intention of selling or disposing of the Goods before doing so.

DOMICILE OF C8GROUP

For all disputed claims between the contracting parties, the Commonwealth of Australia shall be deemed to be the place of legal jurisdiction.

DUTY OF C8GROUP

Assign claim against subcontractor

If so requested, C8GROUP shall transfer to the Customer all related rights and claims that C8GROUP may have under his agreement with a third party.

To check contents of shipment - to check weights or dimensions

C8GROUP is not bound to check the correctness of instructions or information given therein, in particular concerning the weight and the contents of cargo. Such information is accepted in good faith to serve solely for the establishment of the necessary documents and the cost of the forwarding Agent’s intervention. In no case can such information be used as evidence to the detriment of C8GROUP as proof of loss or damage.

General duty of care

C8GROUP shall perform its duties with a reasonable degree of care, diligence, skill and judgement.

Selection of subcontractors

C8GROUP is not liable for acts or omissions of third parties in performing the transport, loading, unloading, delivery, clearance, storage, collection or other services rendered by C8GROUP.

Supply evidence of contract

C8GROUP shall on demand by the Customer provide evidence of any contract entered into as Agent for the Customer.

ENGAGEMENT OF C8GROUP

The order shall be transmitted to C8GROUP in writing or by electronic means. If it is transmitted orally or by telephone, the Customer shall bear the risks of incorrect or incomplete transmission until C8GROUP has received written confirmation. "In writing" includes letters sent by registered mail, Internet, E-mail, telegram, telex, facsimile or any recording by electronic means.

Foreign Exchange, losses

C8GROUP is not under any circumstances liable for exchange-rate losses.

FORCE MAJEURE, SEE IMPOSSIBILITY OF PERFORMANCE

GENERAL AVERAGE

The Customer shall indemnify C8GROUP in respect of any claims of a general average nature which may be made on it and shall provide such security as may be required by C8GROUP in this connection.

IMPOSSIBILITY OF PERFORMANCE

C8GROUP will bear no responsibility for the consequences, either direct or indirect, or casual events, circumstances, beyond its control or acts of God, which prevent or hinder the performance the contract of carriage. Amongst those particularly considered as such are war, riot, revolution, strike, lockout, interruption of traffic for any cause whatsoever, shortage of railway trucks, of space in any means of conveyance chosen, on quays, sheds or warehouses, breakdowns of transport means, hindrances to traffic because of ice, snow, floods or due to unforeseeable natural phenomena. Expressly included in events of a kind similar to force majeure are all thefts by third parties in the course of transport as well as aggravated theft whilst the Goods were under the personal care of C8GROUP.

INSTRUCTIONS TO C8GROUP

If, after a contract of carriage has been agreed, events or circumstances come to the attention of C8GROUP which in the opinion of C8GROUP make it wholly or in part impossible for C8GROUP to fulfil its duties it shall take reasonable steps to inform the Customer of such events or circumstances and seek further instruction.

INDEMNITY, BY CUSTOMER

Basic indemnity

The Customer shall save harmless and keep C8GROUP indemnified from and against: (A) all liability, loss, damage, costs and expenses whatsoever (including without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the Goods) arising out of C8GROUP acting in accordance with the Customer's instructions or arising from any breach by the Customer of any warranty contained in these Conditions or from the negligence of the Customer and (B) without derogation from sub-clause (A), above, any liability assumed or incurred by C8GROUP when by reason of carrying out the Customer's instructions C8GROUP has become liable or may become liable to any other party and (C) all claims, costs and demands whatsoever and by whomsoever made or preferred in excess of the liability of C8GROUP under the terms of these Conditions regardless whether such claims, costs and demands arise from or in connection with the negligence or breach of duty of C8GROUP, its servants or subcontractors.

Failure to comply with regulations

The Customer agrees to indemnify and save C8GROUP harmless from any claims and/or liabilities arising from the importation of merchandise which violates any government's laws or regulations and further agrees to indemnify and save C8GROUP harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to legal fees, which C8GROUP may hereafter incur, suffer or be required to pay by reason of claims by any government agency or private party.

Liability for increased duty

The Customer has a duty to indemnify and save C8GROUP harmless for damage or loss incurred by C8GROUP where, due to errors committed by the Customer, C8GROUP is obliged to pay duty or official taxes (including GST) or to provide security.

INSURANCE, PLACING OF, BY C8GROUP

"All risks"

C8GROUP shall arrange transport insurance only at the

express written request of the Customer. The function of C8GROUP is limited to the procurement of suitable transport insurance. If its instructions are simply to arrange for transport insurance, C8GROUP shall take out transport insurance "against all risks". If this is not possible, or if the desired extent of cover is not clear, C8GROUP shall clarify the matter with the Customer.

Instructions in writing

No insurance will be effected by C8GROUP, except upon express instructions given in writing by the Customer.

C8GROUP is Agent and not insurer

Insofar as C8GROUP agrees to arrange insurance, C8GROUP acts solely as Agent for the Customer using its best endeavours to arrange such insurance.

Warehoused Goods

If for any reason the Goods are held in warehouse, or elsewhere, the Goods will not be covered by any insurance unless C8GROUP receives written instructions from the Customer to effect insurance cover.

INTEREST CHARGES

In respect of all sums that are overdue, the Customer shall be liable to pay to C8GROUP interest calculated at 8% above the prevailing Base Rate of the London clearing banks.

JURISDICTION

These Conditions and any act or contract to which they apply shall be governed by Australian law and any dispute arising out of any act or contract to which these Conditions apply shall be subject to the exclusive jurisdiction of the appropriate courts of the Commonwealth of Australia.

LIABILITY, EXEMPTIONS OF C8GROUP FROM

Act or omission of Customer

C8GROUP shall be relieved of all liability for any loss or damage if such loss or damage was caused by an act or omission of the Customer, owner, or person acting on their behalf, other than C8GROUP.

Consequential loss

In no circumstances whatsoever shall C8GROUP be liable to the Customer or owner for consequential loss or loss of market however caused.

Loss caused by government action

It is the responsibility of the Customer to know and comply with the marking requirements of the Customs services, the regulations and all other legal and governmental requirements of countries of destination pertaining to the Goods. C8GROUP shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the shipment because of the failure of the Customer to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to the Customer by any such agency.

Handling by Customer or its Agent

C8GROUP bears no liability if loss, depreciation or damage is caused by handling, loading, stowage or unloading of the Goods by the Customer or anyone acting on his behalf.

Inherent vice

C8GROUP bears no liability if loss, depreciation or damage is caused by the inherent nature of the Goods to become easily destroyed, e.g. by breakage, leakage, spontaneous combustion, rotting, rust, fermentation, evaporation or being susceptible to cold, heat or moisture.

Insufficiency of marks, packaging

C8GROUP bears no liability for insufficiency or defective condition of the packaging or marks and/or numbers, save where C8GROUP has undertaken to carry out the packing, application of marks or labelling or numbering of the Goods.

Unavoidable loss, generally

C8GROUP bears no liability if loss, depreciation or damage is caused by circumstances that C8GROUP could not avoid and the consequence of which it was unable to prevent.

LIEN ON GOODS OR DOCUMENTS

C8GROUP shall have a general lien on all Goods and documents relating to Goods in its possession, custody or control for all sums due at any time from the Customer or Owner, and shall be entitled to sell or dispose of such Goods or documents as Agent for and at the expense of the Customer and apply the proceeds in or towards the payment of such sums owed to C8GROUP on 28 days notice in writing to the Customer.

LIMITATION OF LIABILITY (AS AGENT)

Loss or damage to Goods

The liability of C8GROUP in any circumstances where it is found responsible for loss or damage to Goods is limited absolutely to USD 20 per kilogram of the lost or damaged cargo. No claim for loss or damage will be entertained until all transportation and other charges (including GST) have been paid. The amount of any such claim may not be deducted from any transportation charges owed to C8GROUP.

NOTICE, REQUIREMENT OF

Any claim, 14 days after event

Any claim by the Customer against C8GROUP arising in respect of any service provided for the Customer or which C8GROUP has undertaken to provide shall be made in writing and notified to C8GROUP within 14 days of the date upon which the Customer became or should have reasonably become aware of any event or occurrence alleged to give rise to such claim. Any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred except where the Customer can show that it was impossible for it to comply with this time limit and that it has made the claim as soon as it was reasonably possible for it to do so.

Of claim, generally

Any claim by the Customer or Owner against C8GROUP (except in the case of air carriage to which the Warsaw Convention applies, in which case the claim shall be subject to the provisions of that Convention) shall be made in writing and notified to C8GROUP as soon as events that may give rise to a claim are known to the Customer or owner of the Goods.

On handing over Goods

Unless notice of loss of or damage to the Goods, specifying the general nature of such loss or damage, is given in writing to C8GROUP by the person entitled to receive the Goods when they are handed over, such handing over is prima facie evidence of the delivery of the Goods in good order and condition. Where such loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within 6 consecutive days after the day when the Goods were handed over to the person entitled to receive them.

PAYMENT

Absolute liability for Customer to make payment

At all times and in the absence of some other party making payment on the Customer's behalf, the Customer has an absolute liability to pay C8GROUP the fees and charges originally agreed by the Customer for the services provided by C8GROUP, together with any additional amounts reasonably incurred by C8GROUP in providing the services. The Customer shall pay to C8GROUP in cash or as otherwise agreed all sums immediately when due without reduction or deferral on account of any claim, counterclaim or set-off.

Collection of other sums on delivery

Upon delivery of a given shipment, C8GROUP may collect sums owing to it in respect of the same shipment.

Payment of additional amounts

The compensation of C8GROUP for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by C8GROUP to transport and deal with the Goods and such compensation shall be exclusive of any brokerage, commissions, dividends or other revenue received by C8GROUP from carriers, insurers and others in connection with the shipment.

Of disbursements in advance

Unless otherwise agreed, the Customer is obliged, upon request, to make advance payment for such expenses that may be incurred in the performance of the contract of carriage.

Liability of, owner and consignee

In authorising the Customer to enter into any contract with C8GROUP and/or in accepting any document issued by C8GROUP in connection with such contract, the Owner and Consignee accept these Conditions for themselves and their Agents and for any parties on whose behalf they or their Agents may act, and in particular, but without prejudice to the generality of this clause, they accept that C8GROUP shall have the right to enforce against them jointly and severally any liability of the Customer under these Conditions or to recover from them any sums to be paid by the Customer which upon proper demand have not been paid.

PERFORMANCE BY SUBSIDIARY, ETC.

C8GROUP shall be entitled to perform any of its obligations herein by itself or by its parent, subsidiary or associated companies or by any other person, firm or company. In the absence of agreement to the contrary any contract to which these Conditions apply is made by C8GROUP on its own behalf and also as Agent for and on behalf of any such parent, subsidiary or associated company, and any such company shall be entitled to the benefit of these Conditions.

PRINCIPAL

Criteria for determining role as

C8GROUP shall be deemed to be acting as Agent in any case where C8GROUP enters into a contract with any other person for the carriage, storage, packing or handling of the Goods or for any other services in relation thereto and such contract is capable of being enforced by the Customer or Owner as principal, whether or not the Customer or Owner is named or disclosed as principal by C8GROUP.

Liberty to choose means of transport

C8GROUP reserves to itself a reasonable liberty as to the means, route and procedure to be followed in the handling, storage and transportation of Goods.

QUOTATION, NOT BINDING

Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by C8GROUP to the Customer are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon C8GROUP unless C8GROUP in writing specifically undertakes the handling or transportation of the shipment at a specific rate.

RECOVERY OF CHARGES

C8GROUP 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 consignee and/or Owner.

REMUNERATION CUSTOMARILY RETAINED

C8GROUP shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations as are customary in the trade.

SALE, CREDIT UPON DISPOSAL OF GOODS

Upon accounting to the Customer for any balance remaining after payment of any sum due to C8GROUP and the costs of sale or disposal C8GROUP shall be discharged of any liability whatsoever in respect of the Goods or documents.

Failure to take delivery

If delivery of the Goods or any part thereof is not taken by the Customer, Consignee or Owner, at the time and place when and where C8GROUP is entitled to call upon such person to take delivery thereof, C8GROUP shall be entitled to store the Goods or any part thereof at the sole risk of the Customer, whereupon the liability of C8GROUP in respect of the Goods or that part thereof stored as aforesaid shall wholly cease and the cost of such storage if paid for or payable by C8GROUP or any Agent or Sub-Contractor of C8GROUP shall forthwith upon demand be paid by the Customer to C8GROUP.

Intermediate storage

If the consignee does not take delivery of the shipment at its destination, or if the shipment is held up in transit due to factors beyond the control of C8GROUP, it shall be placed in storage for the account of and at the risk of the Customer. C8GROUP shall, as soon as possible, inform the Customer (in all cases) and the transport insurer (if transport insurance has been taken out) of such unforeseen intermediate storage. The Customer shall pay the costs as they accrue.

SURRENDER OF DOCUMENTS ON DELIVERY

Except under special arrangements or under the terms of a printed document signed by C8GROUP, any instructions relating to the delivery or release of Goods in specified circumstances only, such as (but without prejudice to the generality of this Clause) against payment or against surrender of a particular document, are accepted by C8GROUP only as Agent for the Customer where third parties are engaged to effect compliance with the instructions.

THIRD PARTIES, LIABILITY FOR ACTS OF

C8GROUP acting as Agent

C8GROUP is not liable for acts and omissions by third parties, such as, but not limited to, carriers (by any means of conveyance), warehousemen, stevedores, port authorities and other freight forwarders.

Not liable for Goods in possession of

C8GROUP shall under no circumstances be liable for any loss, damage, expense or delay to the Goods for any reason whatsoever when said Goods are in custody, possession or control of third parties selected by C8GROUP to forward, enter and clear, transport or render other services with respect to such Goods.

WARSAW CONVENTION

If C8GROUP were ever to act as principal in respect of a carriage of Goods by air, the following notice is hereby given:

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of carriers in respect of loss or damage to cargo. Agreed stopping places are those places (other than the places of departure and destination) shown under requested routing and/or those places shown in carriers timetables as scheduled stopping places for the route. The address of the first carrier is the airport of departure.

C8 Group

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