



Bell Total Logistics Pty Ltd

Authorisation and Trading Terms and Conditions

These documents apply to all services provided by Bell Total Logistics Pty Ltd ABN 57 070 862 056 ("the Company"). They include provisions which change, reduce or exclude legal rights which you ("the Customer") might otherwise have. You should read them carefully.

Acknowledgement of Receipt

Please sign date and return this attachment to acknowledge receipt of Bell Total Logistics Pty Ltd Authorisation and Trading Terms and Conditions

I have received a full copy of Bell Total Logistics Pty Ltd Authorisation and Trading Terms and Conditions on behalf of the Customer.

The Customer understands and agrees to be bound by the attached Authorisation and Trading Terms and Conditions.

Signature

Print Name of Signatory

Office of Signatory

Customer Name

Customer ABN

Date

**AUTHORISATION AND ACKNOWLEDGEMENT OF TRADING TERMS AND CONDITIONS
WITH QUARANTINE CONDITIONS**

1. AUTHORISATION FOR PURPOSES OF CUSTOMS ACT 1901

- 1.1 In accordance with Section 181 of the *Customs Act 1901* ("Act"), the Customer authorises Bell Total Logistics Pty Ltd, holder of Corporate Customs Broker's Licence No: [] ("the Company") its nominees and/or subagents as may be appointed from time to time to act as its Customs Broker for the purposes of the Act (as amended), and for any purposes as required to meet the treatment standards and requirements of the Australian Quarantine Inspection Services ("AQIS") for the importation or exportation of any commodities, at all places in the Commonwealth.

2. AQIS TREATMENT STANDARDS AND REQUIREMENTS

- 2.1 The Customer is aware that AQIS imposes strict quarantine standards on commodities that are imported into Australia and exported from Australia. The monitoring of commodities provided by AQIS is necessary in order to protect Australian and foreign agricultural production, the environment, the consumers and human health.
- 2.2 The Customer acknowledges that in order to meet quarantine standards for import or export clearance, AQIS may require the commodities to undergo certain treatments. These treatments may include heat treatment and the use of chemicals such as methyl bromide and ethylene oxide ("Treatment"). Please refer to clause 4.1 and 4.2 for a more detailed explanation of the Treatment.
- 2.3 The Customer acknowledges that the Treatment may cause the commodities to be affected in such a way that the commodities are no longer suitable for their intended end use.
- 2.4 The Customer accepts that the Company will liaise with AQIS to determine whether the commodity is required to undergo Treatment.

3. A PRUDENT OWNER

- 3.1 The Customer undertakes to be responsible for their own knowledge regarding the quarantine treatment procedures and processes of AQIS. The Customer acknowledges that the Customer has a duty to understand the risks involved. The Customer must access this information for itself and may do so by requesting information in writing from the Company, an independent fumigator and/or AQIS.
- 3.2 The Customer undertakes to be responsible for notifying the intended recipient of the product, whether it is a wholesaler, manufacturer or retailer, of the Treatment that will be or was undertaken. This notice must be in writing, and signed by the wholesaler, manufacturer or retailer acknowledging they understand the Treatment process to be undertaken or that will be undertaken. A copy of this signed notice must then be forwarded to the Company no later than 30 days after Treatment has taken place.

4. INFORMATION AVAILABLE

- 4.1 AQIS provides a booklet titled 'AQIS Quarantine Treatments aspects and procedures', which is found on their website www.aqis.gov.au. This AQIS booklet provides general information on quarantine Treatment and standards. If the Customer is unable to obtain a booklet, they may request, in writing, a copy to be supplied by the Company.
- 4.2 The contact details for AQIS may be found on its web site www.aqis.gov.au.

5. AVOIDING DAMAGE TO THE COMMODITY

- 5.1 The Company agrees that it will investigate the most suitable Treatment available for the Customer's particular commodity.
- 5.2 The Customer acknowledges that the Company may undertake the investigation of how the standards and requirements of AQIS will be met with the least detrimental effect on the Customer's commodity by any one of the following means:
- 5.2.1 by seeking advice from an independent fumigator;
 - 5.2.2 by sourcing information from AQIS;
 - 5.2.3 by arranging for a sample of the commodity to undergo a controlled treatment test; or
 - 5.2.4 by using past experience as a basis for the decision.
- 5.3 The Company will carry out investigation with diligence. Where the Company's investigation concludes that the product may be detrimentally affected by the Treatment (meaning the commodity is no longer suitable for its intended use) the Company will advise the Customer of its findings.
- 5.4 The Customer agrees that in order for the Company to fully investigate the safety and the effect of a treatment on a particular commodity, the Company must have sufficient time to investigate the matter. The Company may estimate a sufficient time and notify the Customer of that time period if requested to do so by the Customer.

6. CUSTOMER'S CONSENT

- 6.1 The Customer acknowledges that an investigation may be required into the need for Treatment of a particular commodity. The Customer authorises the Company to conduct an investigation into whether the commodity must receive Treatment. On completion of the Company's investigations the Company may decide that a particular commodity requires Treatment. The Customer must consent to the Company's selection of Treatments to be undertaken.

7. **LIABILITY**

- 7.1 The Company does not accept liability for any damage to the Customer's commodity arising from a Treatment undertaken in order to meet AQIS quarantine standards and requirements or as a result of the Company's recommendation to have an investigation carried out.
- 7.2 The Company will not be liable for Treatment of the commodity resulting from an incomplete investigation or recommendation by the Company to AQIS, where the Customer did not provide the Company with sufficient time to properly carry out its investigation with regard to the potential effect of the Treatment on the commodity.
- 7.3 The Company will not be held liable for any acts of negligence performed by its directors, employees, nominee's and/or subagents performed in the investigation and/or provision of its services.
- 7.4 The Customer will indemnify the Company for any costs incurred in carrying out an investigation or the costs associated with Treatment of the goods, where those costs were incurred on behalf of the Customer.
- 7.5 The Customer will indemnify and liability will be limited for the Company, to the full extent permitted by the law.
- 7.6 The Customer must have or must take out an insurance policy to cover any damage to the commodity caused by a Treatment required in order to receive AQIS's clearance for the commodity to be imported or exported. The insurance policy must cover the full value of the commodity.
- 7.7 The Customer agrees to indemnify the Company in respect of any claims made by sub-contractors or third parties concerning the provision of the Company's services in investigating and arranging suitable Treatment for the commodity.

8. **AUTHORISATION FOR GST PURPOSES**

- 8.1 In addition to the Authorisation pursuant to Clause 1 of this document, the Customer further authorises the Company to quote the Customer's Australian Business Number as may be required by the Australian Taxation Office and GST Legislation in respect of:
 - 8.1.1 imported goods at the time of making any form of reporting to the Australian Customs Service ("ACS"); and
 - 8.1.2 exported goods at the time of making any form of reporting to the ACS.

9. **AUTHORISATION FOR ALL OTHER LEGISLATIVE PURPOSES**

- 9.1 Without limiting the generality of the appointment pursuant to Clause 1 of this Authorisation, the Customer appoints the Company to act on behalf of the Customer for all purposes contemplated by any Customs Related Law (as that term is defined in the Customs Act) and for any purpose required to assist with import, export or transportation of the goods of the Customer.
- 9.2 In the interpretation of this Authorisation the singular includes the plural and vice versa; words importing one gender mean and include each other gender; and words importing corporations mean and include natural persons and vice versa.

10. **AUTHORITY FOR RELATED PURPOSES**

- 10.1 The Authorisation extends to authority to the Company to attend to all other actions requested by Customs related to the clearance, carriage and delivery of the goods.

11. **ACCEPTANCE OF TRADING CONDITIONS**

- 11.1 The Customer agrees that all transactions undertaken by the Company, its nominees and/or its agents on behalf of the Customer are done subject only to the Year 2008 Trading Terms and Conditions, receipt of which is hereby acknowledged.
- 11.2 The Authorised Signatory whose name is set out on page 1 warrants that it is authorised to enter into this Authorisation on behalf of the Customer.

12. **INCONSISTENCY WITH TRADING TERMS AND CONDITIONS**

- 12.1 Where there is an inconsistency between the terms and conditions of the Trading Terms and Conditions and the terms and conditions of this Authorisation, the latter prevails.

13. **TERMS OF AUTHORISATION**

- 13.1 The Company and the Customer agree that this Authorisation will apply from the date of this Authorisation until terminated by either party.

TRADING TERMS & CONDITIONS
 (EFFECTIVE 2008)

DEFINITIONS AND INTERPRETATION

1. In these terms and conditions, unless the context otherwise requires:
 - 1.1 "ACS" means the Australian Customs Service;
 - 1.2 "AQIS" means the Australian Quarantine Inspection Service;
 - 1.3 "Assets" means all assets, goods, documents and records of the Customer held by the Company as part of the contractual terms and trading conditions for the appointment of the Company, and include, without limitation, the Goods;
 - 1.4 "Authorisation" means the appointment and authorisation of the Company to act on behalf of the Customer on these terms and conditions;
 - 1.5 "Business Day" means any day that is not a Saturday or Sunday on which banks are open for general banking business in Adelaide;
 - 1.6 "Carriage" means vehicles and conveyances of all kind including acts in furtherance of an act of carriage by another or a specific means, whether by air, sea or land transport;
 - 1.7 "the Company" means Bell Total Logistics Pty Ltd as holder of Customs Brokers Licence number..... and its nominees, officers, employees, agents and Sub-contractors;
 - 1.8 "Customer" means the customer named in the Authorisation and its employees, officers, agents and contractors;
 - 1.9 "Dangerous Goods" means cargo which is noxious, hazardous, inflammable, explosive or offensive (including radioactive materials) or may become noxious, hazardous, inflammable, explosive or offensive or radioactive and may become liable to cause damage to any person or property whatsoever;
 - 1.10 "Debts" means all amounts owing by the Customer to the Company on any account whatsoever;
 - 1.11 "Goods" means any goods or items which are the subject of services provided by the Company to the Customer under any agreement between the Customer and the Company, and includes any packaging, pallet, container or other storage device supplied with the Goods by the Customer;
 - 1.12 "Government Authorities" means, without limitation, all Government Departments 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 and includes, without limitation, ACS, AQIS, the Australian Tax Office and the RSE
 - 1.13 "GST" means the goods and services tax imposed by the GST Law;
 - 1.14 "GST Law" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
 - 1.15 "Laws" means any laws or regulations of any of the Commonwealth of Australia, or any of the States, Territories or municipalities of Australia;
 - 1.16 "Occupational Health and Safety" means the *Occupational Health, Safety and Welfare Act 2000* (SA) (as amended), all associated regulations or guidelines and any other relevant State or national occupational health and safety legislation, regulations or guidelines;
 - 1.17 "Privacy Laws" means the *Privacy Act 1998* (Cth), all associated regulations or guidelines, and any other associated or relevant State or national privacy legislation, regulations or guidelines;
 - 1.18 "RSA" means those State and Commonwealth Government Authorities in Australia responsible for road safety and the laws governing the carriage of goods by road;
 - 1.19 "Services" means the transport, carriage, handling, storage, customs clearance or other service performed or arranged by the Company pursuant to any agreement between the Customer and the Company, including without limitation:
 - 1.19.1 reports, entries and declarations required by any Government Authorities;
 - 1.19.2 quoting the Customer's ABN as required by GST Law;
 - 1.19.3 providing all necessary information and completing all necessary documentation and reports for Government Authorities; and
 - 1.19.4 entering into contracts with Sub-contractors on behalf of the Customer to enable the carriage, import, export or transportation of the Goods;
 - 1.20 "Standards" means:
 - 1.20.1 Australian Standard AS/NZS ISO 9001 :2000 in relation to the operation of the Company's business; and
 - 1.20.2 Australian Standard AS/NZS 4801:2000 in relation to occupational health and safety in the provision of the Services;
 - 1.21 "Sub-contractor" means any third party appointed by the Company to assist in the provision of the Services;
 - 1.22 the singular includes the plural and vice versa; words importing one gender include each other gender; and words importing corporations include natural persons and vice versa;
 - 1.23 where any provision (or part thereof) of these terms and conditions is held by a Court to be void or unenforceable, that shall in no way affect or prejudice the validity or enforceability of any other term or condition herein;
 - 1.24 clause headings in these terms and conditions are provided for convenience of reference only and shall not affect the interpretation of these terms and conditions;
 - 1.25 these terms and conditions shall prevail over all conditions of the Customer's purchase order, to the extent of any inconsistency, and exclude all conditions and warranties implied by statute, general law or custom to the maximum extent permitted by law;
 - 1.26 reference to any statute or subordinate legislation shall extend to any amendment, replacement, re-enactment, consolidation or subordinate legislation of the statute or subordinate legislation referred to; and
 - 1.27 terms not defined in these terms and conditions have the meaning given by the *Customs Act 1902* or GST Law.

SERVICES BY COMPANY

- 2.1 The Company carries on business as a licensed customs broker, freight forwarding agent and third party logistics operator. 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.
- 2.2 All Services are governed by these terms and conditions and by the terms contained in any relevant transport document including a bill of lading, air waybill or consignment note. The Customer acknowledges that such terms will be taken to be incorporated into every agreement made between the Company and the Customer for the provision of Services. To the extent of any inconsistency, these terms and conditions prevail over the terms of the transport documents.
- 2.3 The Customer authorises the Company to contract (either in its own name or in the name of the Customer) with any Sub-contractor for the performance of the whole or any part of the Services. The Customer acknowledges that any such contract may be made upon any terms which the Sub-contractor may require, including in every case terms that the Sub-contractor or agent may employ any person to perform the Services, and terms which may have the effect of limiting or excluding the liability of the Sub-contractor performing the Services, and that the Customer shall be bound by any such limitation or exclusion of liability.

- 2.4 The Company acknowledges that where, terms of Carriage are limited pursuant to convention, statute, law, bill of lading or airway bill, and the transport of the goods extends or requires transport outside and beyond the terms provided for in that convention, statute, law, bill of lading or airway bill then the Customer may be required to enter into a further contractual agreement with the forwarder or carrier regarding that portion of transport in order to limit liability on behalf of the forwarder or carrier, or where the transport was unforeseen, the limitation of liability provisions in place for the foreseen transport will extend to the unforeseen transport, even where that liability provision does not envision transport of that kind.
3. 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 manner or procedure to be adopted for any acts necessary to complete the Services including the means, route and procedure to be followed in the handling, storage and transportation of the Goods. The discretion will be varied only by instructions delivered by the Customer to the Company in writing and acknowledged by the Company in writing in sufficient time before the performance of any Services to reasonably allow the Company to adopt the manner of performing the Services required by the special instructions. 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 or its servants or agents or however caused.
4. Except under special arrangements previously made in writing, the Company will not accept delivery of:
- 4.1 livestock, plants or perishable goods of any kind; or
- 4.2 bullion, coins, precious stones, jewellery, antiques or works of art
- and if any such item is delivered to the Company without prior special arrangement in writing then the Company shall have no responsibility whatsoever for the care, custody or disposal of such item.
5. 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.
6. The Company may in its absolute discretion refuse instructions to collect on delivery (COD) in cash or otherwise. Where the Company does accept such instructions, its only obligation to the Customer is to use reasonable diligence and care in such collection. The company is not liable for any loss or damage arising from such instructions or such collection or any failure on the part of the Company to collect such payment on delivery, whether caused by negligence or otherwise.

INSURANCE

7. The Company shall not effect insurance on the Goods 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. All such insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurer or underwriter taking the risk. At the discretion of the Company such insurance may name the Customer or owner as insured. In the event of any dispute in regard to liability under any such insurance policy for any reason whatsoever the Customer or other insured 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.

QUOTATIONS AND CHARGES

- 8.1 Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal or revision by the Company. Quotations are valid only for the specified weight and volume ranges quoted and for the designated services and standard of services quoted. 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 are subject to revision accordingly with or without notice to the Customer.
- 8.2 The Company may charge by weight, measurement or value and may at any time reweigh, remeasure or revalue the Goods (or request same) and charge additional fees accordingly.
- 8.3 The quoted rates are subject to change without notice unless otherwise stated. The quoted rates, transit times and sailings are subject to shipping line or air line changes as applicable.
- 8.4 Unless otherwise stated the quoted rates exclude overseas inland carriage, local carriage, local and overseas duties and taxes, GST, quarantine and customs fees, customs clearance, insurance, handling and any other fees.
- 8.5 Unless otherwise stated all rates quoted are port to port.
- 8.6 The rates quoted are based on current tariffs and are subject to alteration with or without prior notice, if and when carriers alter their tariffs (including by the introduction of "BAF", "CAF" or fuel surcharges).
- 8.7 All rates quoted are for non-hazardous cargo of standard size, unless otherwise specified.
- 8.8 The chargeable weight is the greater of:
- 8.8.1 gross weight; or
- 8.8.2 the result of the following volumetric conversions:
- (a) airfreight – 1 kilogram equals 6000 cubic centimetres or 1 cubic metre equals 167 kilograms;
- (b) seafreight – 1 tonne equals 1 cubic metre.
- 8.9 All inbound rates are quoted in US dollars or Euro. However all rates are converted to currency of origin at the port of shipment. Freight payments made in Australia are converted to Australian dollars with a foreign exchange protection factor.
- 8.10 All overseas currency is converted to Australian dollars at any date between arrival and delivery.
- 8.11 All freight charges and disbursements are payable prior to delivery and may be subject to GST.
- 8.12 This quotation only takes effect after receipt of the Customer's written acceptance.
- 8.13 Quarantine automation fees apply to all ocean freight import traffic.
- 8.14 Shipping lines and airlines currently impose freight fuel surcharges, handling and document costs and other service fees at a range of different rates and charges. The Company includes charges in its house air waybills, house bills of lading and invoices which in some circumstances exceed the surcharge or cost imposed by the shipping line or airline.
9. Unless otherwise agreed in writing, the whole of the Company's charges for the provision of the Services are payable in advance. If any charges are not paid by the Customer when due, then interest shall accrue on the amount unpaid calculated at the rate of 0.03288% per day down to the date of payment and shall be paid to the Company on demand.
10. The Company shall under no circumstances be precluded from raising a debit in respect of any fee or disbursements lawfully due to it, notwithstanding that a previous debit or debits (whether excluding or partly including the items now sought to be charged) had been raised and whether or not any notice was given that further debits were to follow.
11. Notwithstanding any prior dealings between the Company and the Customer or any rule of law or equity or provision of any statute or regulation to the contrary, contracts, documents and other things (including cash, cheques, bank drafts and other remittances) sent to the Company through the post shall be deemed not to have been received by the Company unless and until they are actually delivered to the Company to its office address or placed in the Company's post office box, if so addressed.
12. The Company is entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to shipping and forwarding agents and (where the Company accepts specific instructions under clause 7 of these terms and conditions to effect

- insurance) insurance brokers whether declared or otherwise and no such brokerage, commission or allowance or other remuneration shall be payable or allowable to the Customer or its principal (if any).
13. All amounts due to the Company in Australia are payable in Australian dollars. The Company is entitled to charge a currency conversion premium when converting receivables into Australian currency.
14. The Company reserves the right to offset any amounts receivable from the Customer against any amounts payable to that Customer or any company affiliated with the Customer or any related body corporate (within the meaning of the *Corporations Act 2001* (Cth)) of the Customer. This right exists irrespective of the date the liability has been created or debt incurred with the Company.

DESCRIPTIONS BY CUSTOMER

15. The Customer, the consignor and the 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, markings and other particulars furnished by any one or more of them to the Company for customs, quarantine, consular and any other purposes and shall be liable for any duty, tax, impost, penalty or outlay of whatever nature levied by the authorities at any port or place for or in connection with the Goods and for any payment, fine, penalty, expense, loss or damage made, incurred or sustained by the Company in connection therewith, arising by reason of any inaccuracy or omission of any such description, value, marking or other particular and to indemnify the Company against any such loss, damage, expense, fine, or penalty arising from any such inaccuracy or omission.
- 16.
- 16.1 The Customer warrants (on behalf of itself, the consignor and the consignee) that:
- 16.1.1 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;
- 16.1.2 it will retain all documents or records in the manner required by the Government Authorities;
- 16.1.3 it will observe all provisions of any Government Authorities;
- 16.1.4 it will maintain as confidential the terms of the Authorisation and these terms and conditions;
- 16.1.5 it has complied with all laws, regulations and codes relating to the nature, condition, labelling, packaging, handling, storage and carriage of the Goods, including all Laws prescribed by the RSA;
- 16.1.6 the Goods are properly packed to withstand ordinary risks of handling, storage and carriage, having regard to their nature;
- 16.1.7 the Goods are not Dangerous;
- 16.1.8 the Goods and their carriage do not contravene any Laws;
- 16.1.9 it is the legal owner of the Goods or legally entitled to authorise their carriage;
- 16.1.10 it will notify the Company of any issue or event that may affect the Company's ability to adhere to the Standards in the provision of the Services;
- 16.1.11 it will comply with all Privacy Laws in relation to these terms and conditions, the Goods and the Services at all times and it will notify the Company of any issues or requirements under such laws in relation to these terms and conditions or Services of which the Customer should be aware; and
- 16.1.12 it will comply with all Occupational Health and Safety Laws in relation to these terms and conditions, the Goods and the Services at all times, and will notify the Company of any issues or requirements under such laws in relation to these terms and conditions or the Services of which the Customer should be aware, or which may affect the Company's ability to comply either with the Occupational Health and Safety Laws or the Standards.
- 16.2 In the event of a breach of the foregoing warranty the Customer shall be liable for any resulting loss or damage suffered by the Company and shall indemnify and keep indemnified the Company against all loss and damage incurred by the Company in connection therewith. 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 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 road or rail in the States and Territories of Australia.
- 16.3 The Customer further warrants to the Company that in entering into any agreement with the Company for the provision of Services the Customer has the full lawful authority of all persons who own or have an interest in the Goods.

DECLARATIONS OF VALUE

- 17.1 The Customer agrees that the value of the Goods shall not be declared or inserted in a bill of lading or a sea carriage document for the purpose of extending a ship or carrier's liability under the *Carriage of Goods by Sea Act 1991* and Regulations 1998 except upon express instructions given by the Customer.
- 17.2 In the case of carriage by air, no option or declaration of value to increase the air-carrier's liability under Article 22(2) of the First Schedule to the *Civil Aviation (Carrier's Liability) Act 1959*, will be made except on express instructions given in writing by the Customer.
- 17.3 In the case of carriage by land, or any carriage ancillary to the carriage mentioned above and not expressly provided for under any contract within these terms and conditions, under convention or under any statute or law, the Customer agrees that the value of the Goods shall not be declared or inserted into a contractual document or as part of the trading terms for the purpose of extending the forwarder or carrier's liability under any circumstance except upon express conditions agreed to in writing by the carrier or forwarder who expressly elect to waive that right.
- 17.4 In all other cases where there is a choice of charges by carriers, warehousemen, stevedores or others according to the extent of the liability assumed by them no declaration of value (where optional) will be made for the purpose of extending liability, and the Goods will be forwarded or dealt with at the Customer's risk for minimum charges, unless express instructions in writing to the contrary are given by the Customer.

RELEASE AND INDEMNITY FOR COMPANY

- 18.
- 18.1 Without limiting the effect of these terms and conditions, the Customer agrees to indemnify and keep indemnified the Company for:
- 18.1.1 amounts of Customs Duty, GST and other payments made to Government Authorities by the Company on behalf of the Customer;
- 18.1.2 any penalties payable by the Company (pursuant to a Court order or pursuant to an Infringement Notice) due to the Customer:
- (a) providing information that is incorrect or misleading;
- (b) omitting to provide material information required to the Government Authorities;
- (c) providing information in a manner which does not enable the Company to comply with the requirements of the Government Authorities for reporting in prescribed periods; and
- (d) failing to provide information or documentation requested by the Company;
- 18.1.3 penalties associated with the failure by the Customer to maintain or provide its documents or records in the manner and at the time contemplated by the Government Authorities;
- 18.1.4 penalties associated with providing misleading or deceptive information regarding the status of Goods, whether pursuant to the *Trade Practices Act 1974* (Cth) or other legislation;

- 18.1.5 penalties imposed by any RSA for any breach of the laws governing the carriage of goods by road;
- 18.1.6 damages payable by the Company from the failure of the Customer to return any container or transport equipment involved in Carriage in the time required by the contract between the Company and the supplier or owner of that container or other transport equipment;
- 18.1.7 demurrage or other charge for detention or failure to return items provided by the Company pursuant to contracts with other parties;
- 18.1.8 liabilities or costs incurred by the Company on behalf of the Customer associated with the transport of Goods including, without limitation, amounts paid to carriers of goods for the carriage of Goods or cleaning of containers (whether Sub-Contractors or otherwise and amounts incurred by the Company in exercising its rights pursuant to these terms and conditions);
- 18.1.9 damages payable by the Company arising from or contributed to by errors or misrepresentations by the Customer;
- 18.1.10 losses or damage incurred by the Company due to a breach by the Customer of any of the warranties in clause 16.1;
- 18.1.11 all expenses directly or indirectly incurred arising out of or in connection with the entry of an officer of any Government Authority or other authorised person on the premises of the Company for the purpose of exercising any powers pursuant to the requirements of any Government Authority and/or inspecting, examining, making copies of, taking extracts of documents on the premises;
- 18.1.12 any Customs Duty, GST or other charge assessed against the Company in relation to the Goods or Services;
- 18.1.13 any charges levied by Government Authorities for examination and treatment of the Goods; and
- 18.1.14 any costs or charges incurred by the Company pursuant to clauses 21, 22 and 23.
- 18.2 The Customer agrees to pay any amounts claimed pursuant to the indemnity in this clause within 7 days of demand by the Company.
- 18.3 The nature of the indemnity provided pursuant to this clause will include, without limitation, all penalties, liabilities and damages assessed against the Company and its officers and employees, together with all legal costs incurred by the Company (calculated on a solicitor/client basis). The indemnity shall continue in force and effect whether or not the Goods have been pillaged, stolen, lost, damaged or destroyed and shall not be affected in any way if such pillaging, stealing, loss, damage or destruction has occurred or been brought about wholly or in part by the negligence or the alleged negligence or any default, omission, neglect or default or any breach of duty of obligation of the Company, its servants or agents.
- 18.4 The Company may execute all or any of its rights pursuant to clause 35 to recover any amounts owing pursuant to this clause.
- 19. Without limiting the effect of clause 18, to the full extent permitted by law, the Company its servants and agents shall not be responsible for loss or damage of any kind whatsoever arising out of the provision of its Services to the Customer (whether caused by negligence or wilful default or breach of contract or bailment or otherwise by the Company its servants or agents) and the Customer agrees to indemnify the Company in respect of any claims made by sub-contractors or third parties concerning the provision of Services by the Company and the following matters are expressly covered by this limitation of liability:
 - 19.1 any liability to pay amounts to Government Authorities (including, without limitation, Customs Duty or GST) that would not have otherwise been payable or any penalties (including penalties imposed directly on the Company, its servants or agents as a result of their reliance on incorrect information provided by the Customer, consignor or consignee of the Goods, or their respective agents whether imposed by Court or Infringement Notice);
 - 19.2 liability concerning the making of any statement, forecast, information or the giving of any advice in relation to the liability of the Customer to pay any amounts owing to any Government Authorities;
 - 19.3 liability in respect of the loss, misdelivery, delay in delivery, non-delivery, contamination, evaporation, deterioration or damage to the Goods or consequential loss arising therefrom;
 - 19.4 liability for loss or depreciation of market value attributable to delay in forwarding the Goods or failure to carry out instructions of the Customer;
 - 19.5 liability for loss, damage, expense or additional cost arising from or in any way connected with marks or brands on the Goods or the weight, numbers, content, quality, inherent vice or description of the Goods;
 - 19.6 liability for loss or damage to the Goods resulting from theft, fraud or other criminal activity or from fire, explosion, water, flood or other accident;
 - 19.7 liability for the loss or damage to any property or for the personal injury or death of any person;
 - 19.8 liability to pay customs duty or GST resulting from the loss or damage of Goods while in bond storage;
 - 19.9 loss, damage or delay occasioned by examination of the Goods by any of the Government Authorities;
 - 19.10 loss, damage or delay occasioned by treatment of the Goods by any of the Government Authorities (including without limitation, any fumigation or decontamination or other treatment by AQIS);
 - 19.11 any costs incurred by the Company on behalf of the Customer to any other person in relation to the carriage of the Goods; and
 - 19.12 loss, damage or delay occasioned by delay in the carriage of the Goods or handling of the Goods in the course of the carriage of the Goods.
- 20. The Customer undertakes that neither it, nor any other party that has an interest in the Goods or Services, shall bring any claims against any party that has provided all or any part of the Services (including any Sub-contractor, principal, employee or agent of the Company) and where any such claims are made by the Customer or any other interested party, the Customer undertakes to indemnify all parties against whom the claims are made (including the Company) against any loss, expense or damage that may be suffered as a result of such claims.
- 21. The Company and Customer acknowledge that Goods moving by airfreight are subject to the applicable international treaties including the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, the 12th October 1929, or that Convention as amended by the Hague Protocol 1955. The Customer's recovery of any loss or damage is against the airline carrier and is limited in accordance with these or any other conventions that may be applicable. In the event of any loss or damage suffered by the Customer whilst the Goods are in the possession of the airline carrier, the Company will seek to recover on behalf of the Customer from the principal airline carrier amounts payable by these conventions as they are applicable. The Customer will indemnify the Company against any claims for loss or damage to their Goods incurred whilst they were in the possession of the airline carrier.
- 22. The Company and Customer acknowledge that Goods moving by seafreight are subject to the applicable international treaties including the International Convention for the Unification of Certain Rules relating to Bill of Lading signed at Brussels on August 25, 1924 (the Hague Rules), or those rules as amended by the Protocol signed at Brussels on February 23, 1968 (the Hague Visby Rules) and the SDR Protocol (1979). The Customer's recovery of any loss or damage is against the seafreight carrier and is limited in accordance with these or any other conventions that may be applicable. In the event of any loss or damage suffered by the Customer whilst the Goods are in the possession of the seafreight carrier, the Company will seek to recover on behalf of the Customer from the carrier amounts payable by these conventions as they are applicable. The Customer will indemnify the Company against any claims for loss or damage to their goods incurred whilst they were in the possession of the seafreight carrier.
- 23. The Company and Customer acknowledge that Goods moving by airfreight or seafreight may necessarily involve a part of transport undertaken by other means in order to comply with the terms of carriage under this or any contract between the parties. Where this is so, and no international treaty is applicable which covers the additional transport, the Customer's recovery of any loss or damage is against the carrier and is limited in accordance with the convention applicable for the majority of the transport, even where that convention does not envisage liability of the kind of transport concerned. 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 carrier amounts payable by these conventions as they are applicable. The Customer will indemnify the Company against any claims for loss or damage to their Goods incurred whilst they were in the possession of the third party carrier, where such carriage was necessary in order to comply with the terms of the contract.

24. The Company shall not be liable to the Customer for any breach or failure to perform its obligations under these terms and conditions or any damage or loss to Goods resulting from one of the following:
- 24.1 perils, dangers and accidents of the sea or other navigable waters;
 - 24.2 act of God;
 - 24.3 act of war;
 - 24.4 act of public enemies;
 - 24.5 arrest or restraint of princes, rulers or people, or seizure under legal process;
 - 24.6 strikes or lock-outs or stoppage or restraint of labour from whatever cause, whether partial or general;
 - 24.7 riots and civil commotions;
 - 24.8 saving or attempting to save life or property at sea; or
 - 24.9 any other cause arising beyond the reasonable control of the Company, without the actual fault or privity of the Company and without the actual fault or privity of the agents or servants of the Company.
25. If the occurrence of any event contemplated in clause 24 causes a delay of over 5 Business Days in any obligation of the Company, then the provision of Services may be terminated by notice in writing by either party to the other party.
26. Any claim made against the Company, its servants or sub-agents is limited to the full extent permitted by law, where that liability has not been expressly excluded or limited by any convention, statute, law or contract. To the extent that the liability of the Company is limited by any convention, statute, law or contract, and that limitation exceeds the limitation of liability pursuant to these terms and conditions then the liability pursuant to that convention, statute, law or contract shall apply.

NOTIFICATION OF LIABILITY

27. Any claim for loss or damage must be notified in writing to the Company within seven days of delivery of the Goods or of the date upon which the Goods should have been delivered. In any event, the Company shall be discharged from all liability whatsoever in connection with the Services and/or the Goods unless proceedings are served within nine months from delivery of the Goods (or from when they should have been delivered).

GOODS INSUFFICIENTLY ADDRESSED, ETC

- 28.1 Where the Goods are perishable and are not taken up immediately upon arrival or are insufficiently or incorrectly addressed or marked or otherwise not identifiable, they may be sold or otherwise disposed of with or without notice to the Customer, consignor, owner or consignee of the Goods. Payment or tender of the net proceeds of any sale after deduction of all costs, expenses and charges incurred by the Company in effecting such sale or disposal shall be equivalent to delivery.
- 28.2 Where the Goods are non-perishable and cannot be delivered either because they are insufficiently or incorrectly addressed or marked or otherwise not identifiable or because they are not collected or accepted by the consignee, they may be sold or returned at the Company's option at any time after the expiration of 21 days from a notice in writing sent to the Customer at the address which the Customer gave to the Company on delivery of the Goods. All costs, charges and expenses incurred by the Company and arising in connection with the sale or return of the Goods shall be paid by the Customer and may be deducted from the proceeds of the sale of the Goods. A communication from the Company or its agent to the effect that the Goods cannot be delivered for any reason shall be conclusive evidence of that fact.
- 28.3 The Company sells or otherwise disposes of such Goods under this clause as principal and not as agent and is not trustee of the power of sale.
- 28.4 In the event that any sale of Goods pursuant to this clause does not provide sufficient proceeds to discharge all liability of the Customer to the Company, the Customer acknowledges that it is not released from the remainder of the liability to the Company merely by sale of the Goods.

DAMAGED GOODS

29. If Goods are unloaded from any vessel or other means of conveyance in a damaged or pillaged condition and an examination might be held or other action taken by the Company in respect thereof no responsibility attaches to the Company for any failure to hold such examination or take such other action unless the Company has been given sufficient notice to enable it to arrange for such examination or for the taking of such other action as the case may be.

DESTRUCTION OF DANGEROUS GOODS

30. In the event that the Goods are found to be Dangerous 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 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.

CUSTOMER'S INSTRUCTIONS

31. Wherever it is necessary, for the purpose of these terms and conditions or any other purpose whatever, for instructions to be given to the Company, such instructions will be valid only if given in writing, acknowledged by the Company in writing and given in sufficient time in all the circumstances of the Company reasonably to be able to adopt the instructions. Standing or general instructions, or instructions given late, even if received by the Company without comment, shall not be binding upon the Company. If the Company adopts standing or general instructions, or instructions given late, for one or more transactions for the Customer or any other party, that does not in any way affect the validity of those instructions in relation to any future transaction. No attempt by the Company to adopt late instructions will constitute an acceptance by the Company or affect the validity of those instructions.
32. The Company shall be under no obligation to make any declaration to, or to seek any special protection or cover from, any railways, airline or road transport authority in respect of any Goods falling within the definition of that body:
- 32.1 of dangerous or hazardous goods; or
 - 32.2 of goods liable to be stored in the open
- unless written instructions to that effect are given to the Company by the Customer.
33. The Company shall have no obligation to take any action in respect of any Goods which may be recognisable as belonging to the Customer unless it has received suitable instructions relating to such Goods together with all necessary documents. In particular, the Company shall not be obliged to notify the Customer of the existence or whereabouts of the Goods or to examine them or to take any other steps for their identification, protection or preservation or for the preservation of any claim by the Customer or any other party against the carrier, insurer or any third party.

LIMITED WARRANTY BY COMPANY

- 34.1 None of the conditions, warranties or other terms implied by Commonwealth, State or Territory laws ("the implied terms") shall apply to any agreement between the Customer and the Company for the provision of Services except to the extent that the implied terms cannot be lawfully excluded.
- 34.2 The Company's liability for breach of any provision of any such agreement or for breach of any of the implied terms which by force of law cannot be excluded from applying to any such agreement is limited at the option of the Company to:
- 34.2.1 re-supplying services which have been found defective; or
 - 34.2.2 paying the cost of re-supplying services which have been found defective.
- 34.3 In no event or circumstance whatsoever shall the Company be liable to the Customer for any loss of profits, loss of anticipated savings, loss of market, economic loss or interruption of business or for any other special, incidental, indirect or consequential loss whether of the same or any other kind which may arise out of or result from any negligence or default by the Company in the performance or observance of its obligations under any agreement between the Customer and the Company.

COMPANY'S LIEN

- 35.1 The Company shall have a special and general lien on the Assets and a right to sell the Assets whether by public or private sale or auction without notice, for freight, demurrage, detention charges, 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 the Customer's principals, servants or agents. The lien shall extend to cover the costs and expenses of exercising the lien and such a sale including reasonable legal fees.
- 35.2 The lien and rights granted by this Clause shall survive delivery of the Assets and the Company shall be entitled to retain the proceeds of sale of the Assets in respect of any outstanding amounts referred to above.
- 35.3 The Company sells or otherwise disposes of such Assets pursuant to this clause as principal and not as agent and is not the trustee of the power of sale.
- 35.4 The lien created by this clause does not limit or exclude any other liens which arise by operation of law or pursuant to any Laws.

GOODS AND SERVICES TAX

36. Unless otherwise stated, all charges quoted are exclusive of GST. The Customer shall be responsible for payment of any GST liability in respect of the Services as provided by the Company or by third parties or Sub-contractors which shall be payable at the same time as the GST exclusive consideration. The Customer must also pay GST on the Taxable Supply to the Company, calculated by multiplying the GST exclusive consideration 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 GST exclusive consideration is payable. The Company agrees to provide the Customer with a tax invoice to enable the Customer to claim input tax credits. If the Customer defaults in the payment on the due date of any amount payable under this clause then without prejudice to any other remedies of the Company and upon demand by the Company, the Customer shall pay to the Company an amount equal to the amount of any damages or interest or additional GST that may become payable by the Company due to the default of the Customer.

GOVERNING LAW AND JURISDICTION

37. Every agreement (wherever made) between the Customer and the Company for the provision of Services shall be governed by and construed according to the laws of South Australia and shall be subject to the non-exclusive jurisdiction of the Courts of that State.

EXTENT OF DEFENCES, EXEMPTIONS ETC

- 38.1 Every defence, exemption, limitation of liability, release, indemnity and immunity of whatever kind available to the Company by virtue of these terms and conditions shall also be available to and shall extend to protect all Sub-contractors of the Company, all servants or agents of the Company's Sub-contractors and every other person by whom the Services or any part thereof are provided and all persons who are or may be vicariously liable for the acts or omissions of any persons mentioned earlier in this Clause. For the purposes of this Clause, the Company shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them shall to this extent be deemed to be parties to the agreement between the Customer and the Company.
- 38.2 All the defences, exemptions, limitations of liability, releases, indemnities and immunities available to the Company and others by virtue of these terms and conditions shall have full effect in all circumstances including (without limitation) in the event of:
- 38.2.1 any negligent act or omission; or
 - 38.2.2 any breach of contract; or
 - 38.2.3 any wilful default or wilful misconduct
- by or of the Company or any other person entitled to the benefit of such provisions. The Customer acknowledges that such provisions continue to have full force and effect notwithstanding any breach of any agreement between the Customer and the Company or the breach of any sub-contract entered into pursuant to any such agreement including in every case any fundamental breach of contract or breach of a fundamental term, and notwithstanding that the Services have been provided, the Goods delivered as directed by the Customer or the Authorisation having expired or been terminated.

GUARANTEE BY DIRECTORS AND SHAREHOLDERS

- 39.
- 39.1 If the Customer is a company, the directors and shareholders of that company will guarantee the debts owing by the Customer to the Company and indemnify the Company against any failure by the Customer to pay those debts.
- 39.2 The Customer will ensure that its directors and shareholders will sign any other documents required by the Company to evidence this guarantee and indemnity in the form annexed.

GENERAL

- 40.1 Unless written notification to the contrary is given by the Customer to the Company before any Services are provided to the Customer, the Customer expressly warrants and represents that all or any Services to be supplied by the Company and acquired by the Customer are so supplied and acquired for the purposes of a business, trade, profession or occupation carried on or engaged in by the Customer.
- 40.2 No agent or employee of the Company has the authority to waive or vary these terms and conditions unless such waiver or variation is approved in writing by the Company.

South Australia

24 Park Terrace
Bowden SA 5007
Tel: 08 8245 8900
Fax: 08 8340 4453
Email: mark.obrien@btl.com.au

Victoria

176 Swann Drive
Derrimut Vic 3030
Tel: 03 9368 7200
Fax: 03 9368 7250

New South Wales

Units 2 & 3 19-21 Northumberland Drive
Caringbah NSW 2229
Tel: 02 9540 6400
Fax: 02 9525 8415
E-mail: bill.clayden@btl.com.au

Queensland

20A Lathe Street
Virgina QLD 4014
Tel: 07 3265 7411
Fax: 07 3265 7912

DEED OF GUARANTEE AND INDEMNITY

Between:

[] of [] ("Guarantor") and

BELL TOTAL LOGISTICS PTY LTD ABN 57 070 862 056 of 24 Park Terrace Bowden South Australia ("Company")

RECITALS

- A. [INSERT CUSTOMER NAME] ABN [] is a company incorporated under the laws of Australia having its principal place of office at [] ("Customer").
- B. The Company has contracted with the Customer pursuant to an Agreement dated the day of 20 to provide customs brokerage and related services ("Agreement").
- C. The Guarantor is a [shareholder/director] of the Customer.
- D. In support of the Customer and in consideration of the Company providing services pursuant to the Agreement, the Guarantor has agreed to enter into this Deed on the following terms.

OPERATIVE PART

1. In consideration of the Company entering into the Agreement with the Customer, the Guarantor for itself and each of its successors and assigns hereby irrevocably and unconditionally:
 - 1.1 guarantees to the Company the due and proper performance and observance by the Customer of all of the Customer's obligations under the Agreement which includes, without limitation, each and all sum of money, interest and damages (including liquidated damages) which the Customer may be or hereafter may become liable to pay to the Company under the Agreement or which arises from a breach of the Agreement or in respect of any transaction contemplated by the Agreement ("Guarantee"); and
 - 1.2 to the extent that the Guarantee may be void or unenforceable for any reason, the Guarantor for itself and each of its successors and assigns agrees to indemnify the Company and keep the Company indemnified against all expenses, losses, damages and costs (on a lawyer and own client basis and whether incurred by or awarded against the indemnified party) sustained by the Company as a result of any failure by the Customer to duly and punctually observe and perform its obligations, express or implied, in or pursuant to the Agreement ("Indemnity").
2. For the purposes of this Deed, the Agreement will include:
 - 2.1 the authority by which the Customer appointed the Company to act on its behalf;
 - 2.2 any fee quotation estimate or agreement;
 - 2.3 the Trading Conditions of the Company;and the Guarantor acknowledges receipt of the documents referred to in clauses 2.1, 2.2 and 2.3 of this Deed.
3. Each of the obligations of the Guarantor under clauses 1.1 and 1.2 of this Deed are separate and independent obligations and neither of them depends for their operation, enforceability or effectiveness on the existence or validity of the other obligations.
4. The Guarantor shall observe and perform its obligations under clause 1 of this Deed immediately upon demand.
5. The Guarantee and Indemnity are separate and distinct continuing obligations that will remain in full force and effect and cannot be terminated or cancelled (other than by notice in writing from the Company until the Customer has observed and performed all of its obligations under the Agreement (as varied from time to time)).
6. This Deed shall not be affected in any way or waived by reason of any variation to the conditions of the Agreement or wavier by or on behalf of the Company of any breach, failure or default whatsoever on the part of the Customer or by the insolvency of the Customer or the administration in equity or otherwise of the estate or assets in whole or in part of the Customer or the entering into any scheme of arrangement or composition with creditors by the Customer or the appointment of a liquidator, administrator, official manager, receiver or receiver and manager to the Customer.
7. Any notice by the Company to the Guarantor under this Deed shall be deemed to have been duly given or served if it is in writing signed by an Authorised Officer and is either delivered by hand or posted in a letter addressed to the Guarantor at his or her above address. For the purposes of this Deed, "Authorised Officer" means any officer of the Company whose title or office held includes the word "Manager" or "Chief Executive" or any person for the time being having such title or occupying or acting in any such office.
8. The Guarantor represents and warrants to the Company as follows:
 - 8.1 there are no actions or proceedings pending, or to the knowledge of the Guarantor threatened or affecting the Guarantor or the Customer before any court or administrative office or agency which might result in any material adverse change in the business or financial position or property of the Guarantor which might substantially affect the ability of the Guarantor or the Customer to comply with their obligations under this Deed;
 - 8.2 neither the Guarantor nor the Customer is in default in any material respect under any applicable statute, decree, rule, Agreement or regulation of any governmental authority having jurisdiction over the Guarantor or the Customer or under any agreement pursuant to which the Guarantor or the Customer is liable (whether as principal, obligor, guarantor or otherwise) to pay or repay moneys which the Guarantor or the Customer has borrowed or for which the Guarantor or the Customer is liable in any manner whatsoever; and
 - 8.3 the financial information relating to the Guarantor (if any) or the Customer furnished by the Guarantor of the Customer represents a true and fair view of the financial position of the Guarantor or the Customer and that there has been no material adverse change in such financial position since the date of this financial information was furnished by the Guarantor or the Customer.
9. In the event of the Customer's liquidation, the Guarantor undertakes not to prove in the liquidation in competition with the Company or to seek in any way to deprive the Company of or to hold the Company accountable to the Guarantor for any dividends the Company may receive or be entitled to in any such liquidation, and the Guarantor authorises the Company to prove in the said liquidation for all moneys, interest and damages (including liquidated damages) due to the Company or remaining unpaid, and no money or dividend received by the Company is to be treated as received in respect of the Guarantee or otherwise in relation to the Guarantor until the Company has received from all sources 100 cents in the dollar in respect of such moneys, interest and damages (including liquidated damages) payable by the Customer in connection with the Agreement.
10. All payments made by the Guarantor under this Deed shall be made in Australian dollars without any deduction or withholding whatsoever at the address of the Company set out in this Deed or such other address most recently notified from time to time by the Company to the Guarantor.
11. This Deed shall be subject to and construed in accordance with the laws of South Australia and the Guarantor agrees that this Deed is subject to the non-exclusive jurisdiction of the courts of South Australia which court may entertain any action in respect of or arising out of this Deed.

EXECUTED as a deed on

20

SIGNED SEALED AND DELIVERED by

in the presence of:

Signature of witness:

Signature of Guarantor:.....

Name of witness (print):

EXECUTED by

in accordance with section 127 of the Corporations Act 2001

Signature of Director:.....

Name of Director (print):.....

Signature of Director/ Secretary*:

Name of Director/Secretary* (print):.....

or

Signature of Sole Director and Sole Company Secretary:.....

Name of Sole Director and Sole Company Secretary (print):.....

* Delete as appropriate