

NAV**V**TREX

FREIGHT FORWARDING

STANDARD TRADING CONDITIONS

Navtrex Pty Ltd · ABN 53 669 000 434

Tower 1, 3 Farmhouse Road, Westmead NSW 2145, Australia

info@navtrex.co · navtrex.co

Version 1.0

DEFINITIONS, APPLICATION, SERVICES, QUOTATIONS AND COMMERCIAL OPERATIONS

1 DEFINITIONS

In these Standard Trading Conditions unless the context otherwise requires:

Carrier means any airline, shipping line, NVOCC, trucking company, rail operator, courier, warehouse operator, terminal operator, customs broker, logistics provider or other party engaged in connection with the Services.

Client means the person, company, partnership, trust, corporation, consignor, consignee, owner of the Goods, holder of any interest in the Goods, principal, agent or any person requesting, receiving, benefiting from or instructing Navtrex in relation to the Services.

Conditions means these Standard Trading Conditions as amended from time to time.

Dangerous Goods means goods classified as dangerous, hazardous, explosive, radioactive, flammable, toxic, infectious, environmentally hazardous or otherwise regulated under any applicable law or transport regulation.

Disbursements means duties, taxes, customs charges, storage fees, demurrage, detention, inspections, fumigation, government charges, terminal charges, airline charges, port charges and all third-party expenses incurred in connection with the Services.

Goods means cargo, freight, merchandise, products, packages, containers, documents or property of any nature whatsoever.

Navtrex means Navtrex Pty Ltd ABN 53 669 000 434 including its directors, officers, employees, agents, subcontractors and representatives.

Services means freight forwarding, transportation, customs clearance, customs brokerage, cargo handling, warehousing, storage, logistics, distribution, procurement of transport services and any services ancillary thereto.

2 APPLICATION OF CONDITIONS

These Conditions apply to every Service performed by Navtrex and form part of every quotation, booking, shipment, invoice, service arrangement, transport instruction, credit facility and transaction undertaken by Navtrex.

These Conditions prevail over any terms contained in:

- Purchase orders;
- Shipping instructions;
- Booking requests;
- Customer terms and conditions;
- Vendor terms and conditions;

- Transport orders;
- Electronic communications; and
- Any other document issued by the Client,

unless expressly agreed in writing by a Director of Navtrex.

By requesting Services from Navtrex, the Client is deemed to have accepted these Conditions.

3 NAVTREX ACTS AS AGENT

Except where Navtrex expressly agrees in writing to act as principal carrier, Navtrex acts solely as a freight forwarder and agent arranging Services on behalf of the Client.

Navtrex contracts as agent only and does not undertake carriage itself.

The Client authorises Navtrex to engage Carriers, subcontractors, warehouse operators, customs brokers and service providers as Navtrex considers appropriate.

The Client acknowledges that Services may be performed wholly or partly by third parties.

4 NAVTREX IS NOT A COMMON CARRIER

Navtrex is not a common carrier and accepts no liability as a common carrier.

Navtrex reserves the right to refuse any Goods, booking, shipment, instruction or Service request at its absolute discretion and without providing reasons.

Acceptance of Goods for handling, storage or transportation shall not constitute acceptance of any obligation beyond those expressly set out in these Conditions.

5 OPERATIONAL DISCRETION

The Client authorises Navtrex, without notice, to:

- (a) Select any Carrier;
- (b) Select any subcontractor;
- (c) Use any means of transport;
- (d) Use air, sea, road, rail or multimodal transport;
- (e) Consolidate Goods with other cargo;
- (f) Deconsolidate cargo;
- (g) Split shipments;
- (h) Change routing;
- (i) Change transport mode;
- (j) Change departure or arrival points;
- (k) Use alternate ports, terminals or airports;
- (l) Transfer Goods between conveyances;
- (m) Store Goods at any location;

(n) Comply with directions of government authorities, customs authorities, carriers and regulatory bodies.
Any resulting costs, delays or charges shall be borne by the Client.

6 QUOTATIONS

All quotations issued by Navtrex:

- (a) Are estimates only;
- (b) Are based solely upon information supplied by the Client;
- (c) Are subject to space availability;
- (d) Are subject to equipment availability;
- (e) Are subject to carrier acceptance;
- (f) Are subject to operational availability; and
- (g) Are subject to market conditions existing at the time of quotation.

No quotation constitutes a binding offer until accepted by Navtrex.

Navtrex reserves the right to withdraw, amend or revise any quotation at any time.

7 RATE VALIDITY

Unless otherwise stated in writing, quotations remain valid for twenty-one (21) calendar days from the date of issue.

Rates cannot be guaranteed where:

- (a) Cargo moves prior to written acceptance of the quotation;
- (b) Market conditions change;
- (c) Carrier rates change;
- (d) Fuel costs change;
- (e) Currency fluctuations occur;
- (f) Regulatory requirements change; or
- (g) Space availability changes.

Navtrex reserves the right to revise rates where any such event occurs.

8 TRANSIT TIMES

Any transit times, sailing schedules, arrival estimates, departure schedules or delivery dates provided by Navtrex are estimates only.

Transit times:

- (a) Are not guaranteed;
- (b) Are provided for guidance only;
- (c) May change without notice;

- (d) Do not account for customs delays;
- (e) Do not account for inspections;
- (f) Do not account for quarantine intervention;
- (g) Do not account for weather disruptions; and
- (h) Do not account for carrier delays.

Navtrex shall not be liable for any loss arising from delay.

9 SPACE AND EQUIPMENT AVAILABILITY

All bookings are subject to:

- Aircraft space availability;
- Vessel space availability;
- Equipment availability;
- Container availability;
- Carrier acceptance; and
- Operational constraints.

Navtrex shall not be liable where Services cannot be performed due to unavailability of space or equipment.

10 CONFIDENTIALITY OF QUOTATIONS

All quotations, proposals, freight rates, pricing schedules, service offerings and commercial information supplied by Navtrex are confidential.

The Client shall not disclose, distribute, reproduce or provide such information to any third party without Navtrex's prior written consent.

Navtrex reserves all rights relating to its pricing methodology and commercial proposals.

11 FREIGHT CALCULATIONS

AIR FREIGHT

Air freight charges shall be calculated on:

- (a) Actual Gross Weight; or
- (b) Volumetric Weight,

whichever is greater.

Volumetric calculations shall be based upon:

- 6,000 cubic centimetres = 1 kilogram; or
- 167 kilograms = 1 cubic metre,

or such other ratio as may be applied by the relevant Carrier.

Ocean Freight

Ocean freight shall be charged:

- (a) Per cubic metre (CBM); or
- (b) Per 1,000 kilograms,

whichever is greater.

Full Container Load shipments shall be charged per container.

Special equipment including Open Top, Flat Rack, Reefer, Breakbulk, Out-of-Gauge and Project Cargo may attract additional charges.

12. REWEIGHING, REMEASUREMENT AND RECLASSIFICATION

Navtrex may at any time:

- (a) Reweigh Goods;
- (b) Remeasure Goods;
- (c) Recalculate volume;
- (d) Reassess dimensions;
- (e) Reclassify commodities;
- (f) Reassess customs classifications; and
- (g) Amend freight calculations.

Any resulting additional charges shall be payable immediately by the Client.

Where cargo details differ from those originally declared, Navtrex may issue revised invoices without prior notice.

13. MARKET DISRUPTION AND EXTRAORDINARY EVENTS

Navtrex may revise quotations, rates and charges where market conditions materially change due to:

- War;
- Armed conflict;
- Terrorism;
- Sanctions;
- Trade restrictions;
- Pandemics;
- Epidemics;
- Port congestion;
- Carrier disruptions;
- Capacity shortages;
- Government intervention;
- Industrial action;
- Fuel market volatility;
- Currency fluctuations; and

- Force Majeure events.

The Client shall remain liable for any resulting increase in costs.

14 FREIGHT EARNED

Freight and charges shall be deemed earned upon receipt of the Goods by Navtrex or commencement of the Services.

Freight and charges shall remain payable irrespective of whether:

- Goods are lost;
- Goods are damaged;
- Goods are delayed;
- Goods are abandoned;
- Delivery is completed; or
- Delivery is prevented.

No refund shall be payable unless agreed in writing by Navtrex.

15 NO-SHOWS, CANCELLATIONS AND DEAD FREIGHT

Where the Client:

- (a)** Cancels a booking;
- (b)** Fails to present cargo;
- (c)** Changes shipment requirements; or
- (d)** Withdraws cargo after booking confirmation,

the Client shall be liable for:

- Dead freight;
- Cancellation charges;
- Carrier penalties;
- Administrative charges; and
- Any costs incurred by Navtrex.

CHARGES, SURCHARGES, CUSTOMS, DISBURSEMENTS, CREDIT TERMS, DOCUMENTATION AND CUSTOMER OBLIGATIONS

16 CHARGES AND FEES

The Client shall pay all charges incurred in connection with the Services including, but not limited to:

- (a) Freight charges;
- (b) Carrier charges;
- (c) Customs charges;
- (d) Government charges;
- (e) Security charges;
- (f) Handling charges;
- (g) Documentation charges;
- (h) Storage charges;
- (i) Regulatory compliance charges;
- (j) Disbursements;
- (k) Administrative charges; and
- (l) Any additional operational costs incurred by Navtrex.

All charges shall be payable in accordance with these Conditions.

17 CARRIER SURCHARGES

Unless specifically stated otherwise in writing, quoted rates do not include surcharges imposed by:

- Airlines;
- Shipping Lines;
- NVOCCs;
- Trucking providers;
- Rail operators;
- Terminal operators;
- Warehouses;
- Customs authorities;
- Government authorities; or
- Other service providers.

All such surcharges shall be payable by the Client in addition to quoted rates.

18 FUEL SURCHARGES

Airlines, shipping lines, trucking providers and transport operators may impose fuel surcharges using varying methodologies.

Navtrex reserves the right to apply fuel surcharges to freight costs.

Fuel surcharges may be introduced, amended, increased or removed at any time with or without notice.

The surcharge applied by Navtrex may differ from the surcharge applied by any individual Carrier.

19 OCEAN FREIGHT SURCHARGES

Ocean freight shipments may be subject to additional charges including but not limited to:

- BAF (Bunker Adjustment Factor);
- BUC;
- EFAF;
- CAF (Currency Adjustment Factor);
- LSS (Low Sulphur Surcharge);
- ETS (Emissions Trading Surcharge);
- ECRS;
- War Risk Surcharges;
- Congestion Surcharges;
- Peak Season Surcharges;
- Emergency Surcharges;
- Environmental Surcharges; and
- Carrier Recovery Charges.

Such charges may be imposed by Carriers at any time and shall be payable by the Client in addition to quoted freight rates.

Any future surcharge imposed by a Carrier shall also be payable by the Client.

20 CURRENCY ADJUSTMENTS

Where freight, carrier or service charges are quoted in a foreign currency, Navtrex may convert such charges into Australian Dollars using exchange rates determined by:

- (a)** Carriers;
- (b)** Financial institutions;
- (c)** Foreign exchange providers; or
- (d)** Navtrex.

Exchange rates provided in quotations are indicative only.

The exchange rate applicable on the date of shipment, carrier billing or invoicing may be used.

Exchange hedge costs, bank charges, foreign currency adjustment fees and conversion costs may be added to invoices.

Unless otherwise agreed in writing, all invoices shall be payable in Australian Dollars.

21 EXCLUSIONS FROM QUOTATIONS

Unless expressly stated otherwise in writing, quotations do not include:

- (a) Customs duties;
- (b) GST, VAT or other taxes;
- (c) Government fees;
- (d) Customs inspections;
- (e) Customs examinations;
- (f) Quarantine inspections;
- (g) Biosecurity inspections;
- (h) Fumigation;
- (i) Tariff classification advice;
- (j) Tariff research;
- (k) Permit fees;
- (l) Licence fees;
- (m) Security screening charges;
- (n) Storage charges;
- (o) Port storage;
- (p) Airline storage;
- (q) Wharf charges;
- (r) Demurrage;
- (s) Detention;
- (t) Terminal handling charges;
- (u) Banking charges;
- (v) Documentary credit charges;
- (w) Cargo insurance; and
- (x) Any extraordinary, exceptional or non-routine expense.

All such costs shall be payable by the Client in addition to quoted rates.

22 CUSTOMS CLEARANCE SERVICES

Unless specifically agreed otherwise in writing, customs clearance fees quoted by Navtrex cover routine customs processing only.

Additional charges may apply for:

- (a) Customs examinations;
- (b) Quarantine inspections;
- (c) Biosecurity inspections;
- (d) Government intervention;
- (e) Tariff classification advice;
- (f) Tariff research;
- (g) Permit applications;
- (h) Regulatory declarations;
- (i) Documentary reviews;
- (j) Customs audits;
- (k) Customs holds; and
- (l) Special reporting requirements.

Such costs shall be payable by the Client.

23 FUMIGATION, QUARANTINE AND BIOSECURITY

The Client is responsible for ensuring compliance with all quarantine, biosecurity, fumigation and import or export requirements.

All timber packaging, pallets, dunnage and packing materials must comply with applicable laws and international standards, including ISPM-15 where applicable.

Any fumigation, quarantine treatment, inspection, destruction, re-export or compliance measure required by authorities shall be at the Client's expense.

Navtrex accepts no responsibility for delays, losses, costs or penalties arising from quarantine or biosecurity requirements.

24 SECURITY SCREENING AND REGULATORY REQUIREMENTS

Cargo may be subject to:

- (a) Physical examination;
- (b) X-ray screening;
- (c) Explosive trace detection;
- (d) Aviation security screening;
- (e) Customs examination;
- (f) Regulatory inspection; and
- (g) Government intervention.

Navtrex may undertake such procedures as required by law, regulatory authorities, Carriers or security agencies.

All associated costs shall be payable by the Client.

The Client acknowledges that the transport of explosive, incendiary, prohibited or restricted items without proper authorisation may constitute a criminal offence.

25. DUTIES, TAXES AND DISBURSEMENTS

Duty, freight and disbursement invoices are payable immediately upon issuance.

All duties, taxes, customs charges, inspections, storage fees, terminal charges, port charges, airline charges and other Disbursements shall be payable by the Client.

Navtrex may require payment before:

- (a) Customs clearance;
- (b) Cargo release;
- (c) Delivery; or
- (d) Completion of Services.

Navtrex shall have no obligation to release cargo while any amount remains unpaid.

26 DISBURSEMENT ADVANCES

Navtrex is under no obligation to advance funds, make payments or incur liabilities on behalf of the Client.

Where Navtrex elects, at its sole discretion, to pay, advance or incur any amount on behalf of the Client, including but not limited to:

- (a) Customs duties;
- (b) GST, VAT or other taxes;
- (c) Government charges;
- (d) Customs charges;
- (e) Port charges;
- (f) Terminal charges;
- (g) Airline charges;
- (h) Wharf charges;
- (i) Inspection fees;
- (j) Quarantine charges;
- (k) Biosecurity charges;
- (l) Storage charges;
- (m) Demurrage;
- (n) Detention;
- (o) Permit fees;
- (p) Licensing fees;
- (q) Regulatory charges; or

(r) Any other disbursement or expense incurred in connection with the Services, the Client shall immediately reimburse Navtrex for the full amount advanced.

In addition to reimbursement of the amount advanced, the Client shall pay a Financing and Administration Fee equal to five percent (5%) of the total amount advanced.

The Client acknowledges and agrees that the Financing and Administration Fee represents reasonable compensation for:

- Funding costs;
- Financing risk;
- Credit exposure;
- Administration costs;
- Processing costs;
- Compliance obligations;
- Collection risk; and
- Opportunity cost associated with the advancement of funds.

The Financing and Administration Fee shall be deemed earned immediately upon payment by Navtrex of the relevant disbursement and shall not be refundable.

Navtrex may require reimbursement before:

- (a)** Customs clearance;
- (b)** Cargo release;
- (c)** Delivery of the Goods;
- (d)** Release of shipping documents; or
- (e)** Completion of the Services.

Navtrex may refuse customs clearance, withhold cargo, suspend Services, exercise lien rights, enforce security interests and refuse delivery until all disbursements, financing fees, charges, interest and other monies owing have been paid in full.

Any delay, storage, demurrage, detention, regulatory action or additional expense arising from the Client's failure to reimburse Navtrex shall be the sole responsibility of the Client.

27 CREDIT TERMS

Unless otherwise approved in writing:

- (a)** All Services are prepaid.

Approved credit accounts shall be payable within five (5) calendar days of invoice date.

Established approved accounts may be granted payment terms of up to fifteen (15) calendar days.

Credit facilities may be withdrawn, amended, suspended or cancelled by Navtrex at any time without notice.

Credit approval remains entirely at the discretion of Navtrex.

28 OVERDUE ACCOUNTS

Interest shall accrue on overdue amounts at the rate of 1.5% per month calculated daily.

Navtrex may:

- (a) Suspend Services;
- (b) Refuse cargo release;
- (c) Cancel credit facilities;
- (d) Place accounts with debt recovery agencies;
- (e) Commence legal proceedings; and
- (f) Exercise any rights available under these Conditions.

The Client shall indemnify Navtrex for all recovery costs including:

- Legal fees;
- Collection agency costs;
- Tracing fees;
- Court fees;
- Enforcement expenses; and
- Administrative costs.

29 PAYMENT APPLICATION

Navtrex may apply any payment received in any order it determines.

No set-off, deduction, withholding or counterclaim shall be permitted without the prior written consent of Navtrex.

The existence of a dispute concerning one invoice shall not affect the Client's obligation to pay all undisputed amounts when due.

30 SHIPMENT INFORMATION

The Client is solely responsible for ensuring that all shipment information provided to Navtrex is:

- (a) Accurate;
- (b) Complete;
- (c) Timely; and
- (d) Compliant with applicable laws.

This includes, without limitation:

- Commodity descriptions;
- Weights;
- Dimensions;
- Values;

- HS classifications;
- Consignee details;
- Export declarations;
- Import declarations;
- Regulatory declarations; and
- Customs documentation.

The Client acknowledges that inaccurate, incomplete or late information may result in delays, denied loading, denied discharge, inspections, storage costs, fines, penalties or regulatory action.

The Client shall indemnify Navtrex against all resulting losses, liabilities, penalties, damages and expenses.

31. SHIPPER'S LETTER OF INSTRUCTION

Unless otherwise agreed in writing by Navtrex, a completed Shipper's Letter of Instruction ("SLI") or equivalent shipping instruction shall be provided for all export consignments.

Navtrex shall be entitled to rely upon all information contained within such instructions.

The Client accepts responsibility for the accuracy and completeness of all instructions provided.

32 EXPORT CONTROLS AND SANCTIONS

The Client warrants that:

- (a) Neither the Client nor any related party is subject to sanctions;
- (b) The consignee is not a sanctioned party;
- (c) The end-user is not a sanctioned party;
- (d) The intended end-use is lawful;
- (e) All required licences have been obtained;
- (f) All required permits have been obtained; and
- (g) All applicable export control laws have been complied with.

Navtrex may refuse, suspend or terminate Services immediately where compliance concerns arise.

Any resulting costs shall be borne by the Client.

33 DANGEROUS GOODS

The Client shall not tender Dangerous Goods unless:

- (a) Full written disclosure has been provided;
- (b) Proper classification has been completed;
- (c) Proper packaging has been used;
- (d) Proper labelling has been applied; and
- (e) All applicable laws and regulations have been complied with.

The Client warrants the accuracy of all Dangerous Goods declarations.

Where Dangerous Goods are incorrectly declared, undeclared or misdeclared, the Client shall be responsible for all resulting:

- Fines;
- Penalties;
- Losses;
- Costs;
- Damages;
- Carrier charges; and
- Government charges.

Navtrex may refuse, isolate, destroy, abandon, dispose of or otherwise deal with Dangerous Goods without compensation where safety or compliance concerns arise.

34 CUSTOMER WARRANTIES

The Client warrants that:

- (a)** It owns the Goods or has authority to deal with the Goods;
- (b)** All information supplied is accurate and complete;
- (c)** The Goods are properly packed, marked and labelled;
- (d)** The Goods comply with applicable laws;
- (e)** The Goods do not contain prohibited items;
- (f)** All permits, licences and approvals have been obtained;
- (g)** The Goods are suitable for transportation and handling.

The Client shall indemnify Navtrex against all losses arising from a breach of these warranties.

35 CONSIGNEE AND SHIPPER LIABILITY

Where freight, charges, duties, taxes or other amounts are to be collected from a consignee or third party, the Client remains fully liable if such amounts are not paid.

Failure by any consignee, receiver or third party to pay shall not relieve the Client of its obligations under these Conditions.

STORAGE, DEMURRAGE, DETENTION, FREIGHT EARNED, INSURANCE, LIEN, CARGO DISPOSAL AND SECURITY RIGHTS

36 STORAGE OF GOODS

Navtrex may store Goods at any location it considers appropriate, whether owned, operated or controlled by Navtrex or a third party.

Storage may occur where:

- (a) Delivery cannot be completed;
- (b) Customs clearance is delayed;
- (c) Documentation is incomplete;
- (d) Instructions are unavailable;
- (e) Payment remains outstanding;
- (f) Goods are awaiting collection;
- (g) Operational circumstances require storage.

All storage costs shall be payable by the Client.

Storage shall be entirely at the Client's risk.

37 UNCOLLECTED GOODS

Where Goods are available for collection and remain uncollected, Navtrex may continue to store the Goods at the Client's risk and expense.

Storage charges shall accrue from the date the Goods become available for collection or delivery.

Navtrex shall not be liable for deterioration, damage, loss or depreciation occurring during such storage.

38 DEMURRAGE, DETENTION AND PORT CHARGES

The Client shall be responsible for all:

- (a) Demurrage;
- (b) Detention;
- (c) Port storage;
- (d) Terminal storage;
- (e) Wharf charges;
- (f) Container hire charges;
- (g) Container cleaning charges;
- (h) Container repair charges;
- (i) Equipment usage charges;

- (j) Port authority charges.

Such costs shall be payable whether incurred directly by Navtrex or imposed by any Carrier, terminal operator or government authority.

39 CONTAINER OBLIGATIONS

Where containers are supplied in connection with the Services, the Client shall:

- (a) Return containers within prescribed free time periods;
- (b) Maintain containers in good condition;
- (c) Ensure containers are properly packed and secured;
- (d) Ensure containers are not overloaded;
- (e) Comply with all Carrier requirements.

The Client shall be liable for all detention, repair, cleaning, replacement and associated costs.

40 VERIFIED GROSS MASS (SOLAS)

Where applicable, the Client shall provide accurate Verified Gross Mass (VGM) declarations in accordance with SOLAS requirements.

The Client shall be liable for all losses, penalties, delays, costs and charges arising from:

- (a) Incorrect VGM declarations;
- (b) Failure to provide VGM information;
- (c) Inaccurate cargo weights.

Navtrex shall be entitled to rely upon all VGM information supplied by the Client.

41 ARRIVAL NOTICES

Navtrex may provide arrival notices as a courtesy only.

Failure to issue, receive, transmit or acknowledge an arrival notice shall not:

- (a) Affect the Client's obligations;
- (b) Delay payment obligations;
- (c) Prevent storage charges accruing;
- (d) Create liability on the part of Navtrex.

The Client remains responsible for monitoring shipment status and arranging cargo collection.

42 FREIGHT EARNED

Freight and all charges shall be deemed fully earned upon receipt of the Goods by Navtrex or commencement of the Services.

Freight and charges shall remain payable irrespective of whether:

- (a) Goods are lost;
- (b) Goods are damaged;
- (c) Goods are delayed;
- (d) Goods are abandoned;
- (e) Delivery is completed;
- (f) Delivery is prevented;
- (g) Goods are confiscated;
- (h) Goods are destroyed.

No refund shall be payable unless Navtrex agrees otherwise in writing.

43 ABANDONED GOODS

Goods shall be deemed abandoned where:

- (a) The Client cannot be contacted;
- (b) Delivery cannot be completed;
- (c) Goods remain uncollected;
- (d) Instructions are not provided;
- (e) Charges remain unpaid.

Navtrex may, without liability:

- Store the Goods;
- Return the Goods;
- Dispose of the Goods;
- Abandon the Goods;
- Sell the Goods.

All associated costs shall be payable by the Client.

44 HINDRANCES AFFECTING DELIVERY

Where delivery becomes impossible, impractical, delayed or uneconomic due to:

- (a) Customs intervention;
- (b) Government action;
- (c) Carrier action;
- (d) Port congestion;
- (e) Terminal congestion;
- (f) Labour disputes;
- (g) Industrial action;
- (h) Regulatory requirements;

- (i) Force Majeure events;
- (j) Any circumstance beyond Navtrex's reasonable control,

Navtrex may:

- Suspend Services;
- Store Goods;
- Return Goods;
- Deliver Goods to an alternative location;
- Place Goods at the Client's disposal.

Any additional costs shall be payable by the Client.

45 INSURANCE

Goods are not insured by Navtrex unless:

- (a) The Client specifically requests insurance in writing; and
- (b) Navtrex confirms acceptance in writing.

Any insurance arranged by Navtrex shall be subject to the terms, conditions, exclusions and limitations imposed by the insurer.

Navtrex acts solely as an intermediary when arranging insurance and accepts no responsibility for:

- Policy terms;
- Coverage disputes;
- Claim decisions;
- Claim settlements;
- Insurer insolvency.

46 CLIENT ASSUMES RISK

Unless insurance has been arranged pursuant to Clause 45, all Goods remain entirely at the Client's risk throughout transportation, handling, storage, customs clearance and delivery.

The Client is solely responsible for determining whether insurance is required.

47 GENERAL LIEN

Navtrex shall have a general and particular lien over:

- (a) Goods;
- (b) Cargo;
- (c) Containers;
- (d) Documents;
- (e) Transport documents;
- (f) Sale proceeds; and

(g) Any property of the Client in Navtrex's possession or control, for all monies owing to Navtrex, whether arising under the current transaction or any other transaction.

The lien shall secure:

- Freight charges; * Storage charges; * Duties; * Taxes; * Disbursements; * Interest; * Legal costs; * Recovery costs; and * Any other monies owing.

48 ENFORCEMENT OF LIEN

Where any amount remains unpaid, Navtrex may retain possession of the Goods and exercise its lien rights without notice.

Navtrex may recover all costs incurred in preserving, storing, securing and enforcing its lien.

The existence of a dispute shall not prevent Navtrex from exercising lien rights.

49 SALE OF GOODS

If monies remain unpaid for ninety (90) days, Navtrex may sell the Goods, containers or property subject to lien by:

- (a)** Public auction;
- (b)** Private treaty;
- (c)** Commercial sale; or
- (d)** Any other reasonable method.

Sale proceeds may be applied toward:

- Outstanding charges;
- Interest;
- Storage fees;
- Legal costs;
- Enforcement expenses;
- Costs of sale.

Any surplus shall be returned to the party entitled to receive it.

Any shortfall shall remain payable by the Client.

50 SECURITY INTERESTS

The Client grants Navtrex a security interest in:

- (a)** Goods;
- (b)** Cargo;
- (c)** Containers;
- (d)** Documents;

- (e) Sale proceeds; and
- (f) Any collateral arising from the Services.

Such security interest secures payment of all amounts owing to Navtrex.

51 PERSONAL PROPERTY SECURITIES ACT 2009 (CTH)

For the purposes of the Personal Property Securities Act 2009 (Cth) ("PPSA"):

- (a) These Conditions constitute a security agreement;
- (b) The Client grants Navtrex a continuing security interest in all relevant collateral;
- (c) Navtrex may register financing statements or financing change statements;
- (d) The Client shall do all things required by Navtrex to perfect, maintain and enforce its security interest.

To the extent permitted by law, the Client waives any rights to receive notices or documents under the PPSA.

52 CONTINUING SECURITY

The security interests, liens, indemnities and payment obligations contained in these Conditions shall survive:

- (a) Delivery of the Goods;
- (b) Completion of the Services;
- (c) Termination of any agreement;
- (d) Closure of any account.

Such rights shall continue until all obligations owed to Navtrex have been satisfied in full.

LIABILITY, LIMITATION OF LIABILITY, CYBER SECURITY, CLAIMS, FORCE MAJEURE AND LEGAL PROVISIONS

53 LIABILITY OF NAVTREX

Except to the extent liability cannot be excluded by law, Navtrex shall not be liable whether in contract, tort, negligence, bailment, equity, statute or otherwise for:

- (a) Loss of Goods;
- (b) Damage to Goods;
- (c) Deterioration of Goods;
- (d) Contamination of Goods;
- (e) Delay in transportation;
- (f) Delay in customs clearance;
- (g) Delay in delivery;
- (h) Non-delivery;
- (i) Mis-delivery;
- (j) Partial delivery;
- (k) Seizure of Goods;
- (l) Confiscation of Goods;
- (m) Government action affecting Goods;
- (n) Carrier action affecting Goods; or
- (o) Any loss arising directly or indirectly from the Services.

The Client acknowledges that Navtrex primarily acts as a freight forwarder arranging Services through third parties and does not guarantee the performance of any Carrier, warehouse operator, customs authority, government agency or subcontractor.

54 EXCLUSION OF CONSEQUENTIAL LOSS

To the maximum extent permitted by law, Navtrex shall not be liable for any:

- (a) Consequential loss;
- (b) Indirect loss;
- (c) Special loss;
- (d) Economic loss;
- (e) Punitive damages;
- (f) Exemplary damages;
- (g) Loss of profit;

- (h) Loss of revenue;
- (i) Loss of business;
- (j) Loss of production;
- (k) Loss of market;
- (l) Loss of opportunity;
- (m) Loss of goodwill;
- (n) Loss of contracts;
- (o) Loss of anticipated savings;
- (p) Business interruption; or
- (q) Third-party claims,

whether foreseeable or otherwise and whether or not Navtrex has been advised of the possibility of such losses.

55 LIMITATION OF LIABILITY

Where liability cannot lawfully be excluded, the total aggregate liability of Navtrex shall be limited to the lesser of:

- (a) AUD \$100.00;
- (b) The value of the Goods at the time they were received by Navtrex;
- (c) The amount charged by Navtrex for the Services giving rise to the claim; or
- (d) The amount recoverable from the responsible Carrier or third party.

Under no circumstances shall Navtrex's liability exceed the amount actually recovered from the responsible Carrier, warehouse operator, shipping line, airline or other third party.

56 SUBCONTRACTOR PROTECTION

Every exemption, limitation, defence, immunity, indemnity and protection available to Navtrex under these Conditions shall also be available to:

- (a) Carriers;
- (b) Shipping lines;
- (c) Airlines;
- (d) Trucking companies;
- (e) Rail operators;
- (f) Warehouse operators;
- (g) Terminal operators;
- (h) Customs brokers;
- (i) Contractors;
- (j) Subcontractors;

- (k) Employees;
- (l) Agents; and
- (m) Representatives.

Navtrex enters into these Conditions both on its own behalf and as trustee and agent for such parties.

57 AIR FREIGHT CONVENTIONS

The Client acknowledges that international carriage by air is governed by applicable international conventions including:

- The Montreal Convention;
- The Warsaw Convention; and
- Any successor legislation or amendments.

Any liability relating to air carriage shall be subject to the applicable convention and all available exclusions, limitations and defences.

Navtrex shall be entitled to rely upon all protections available to any air carrier.

58 OCEAN FREIGHT CONVENTIONS

The Client acknowledges that carriage by sea is governed by applicable maritime laws, conventions, carrier tariffs and bills of lading.

Navtrex shall be entitled to rely upon all exclusions, limitations, immunities and defences available to the relevant shipping line, ocean carrier or maritime operator.

59 ROAD, RAIL AND MULTIMODAL TRANSPORT

Where Goods are transported by road, rail or multimodal means, Navtrex shall be entitled to rely upon all liability limitations, exclusions and protections available to the relevant Carrier.

Liability may differ according to the mode of transport used.

60 CYBER SECURITY

Navtrex shall not be liable for any loss arising directly or indirectly from:

- (a) Cyber attacks;
- (b) Malware;
- (c) Ransomware;
- (d) Phishing attacks;
- (e) Data breaches;
- (f) System failures;
- (g) Electronic interference;
- (h) Unauthorised access;

- (i) Email interception;
- (j) Internet outages; or
- (k) Third-party technology failures.

The Client is responsible for maintaining appropriate cyber security measures and protecting its own systems and data.

61 FRAUDULENT PAYMENT INSTRUCTIONS

The Client acknowledges that electronic communications are susceptible to fraud.

Navtrex shall not be liable for losses arising from:

- (a) Fraudulent banking instructions;
- (b) Spoofed emails;
- (c) Intercepted communications;
- (d) Impersonation fraud;
- (e) Payment diversion fraud.

The Client is solely responsible for independently verifying banking details prior to making any payment.

No change to banking details should be relied upon without separate verbal verification with Navtrex.

62 ELECTRONIC COMMUNICATIONS AND INSTRUCTIONS

Navtrex may rely upon any communication, instruction, approval or authorisation received by:

- (a) Email;
- (b) Electronic data interchange;
- (c) Online portals;
- (d) Electronic signature platforms;
- (e) Messaging applications; or
- (f) Other electronic means.

Navtrex shall not be liable for losses arising from reliance upon instructions reasonably believed to be genuine.

Electronic records shall be admissible as evidence and may be relied upon in any dispute.

63 FORCE MAJEURE

Navtrex shall not be liable for any delay, failure or inability to perform Services resulting from events beyond its reasonable control, including:

- (a) War;
- (b) Armed conflict;
- (c) Terrorism;
- (d) Civil unrest;

- (e) Government action;
- (f) Customs intervention;
- (g) Trade sanctions;
- (h) Epidemics;
- (i) Pandemics;
- (j) Natural disasters;
- (k) Floods;
- (l) Storms;
- (m) Cyclones;
- (n) Earthquakes;
- (o) Fires;
- (p) Port congestion;
- (q) Carrier disruption;
- (r) Labour disputes;
- (s) Industrial action;
- (t) Telecommunications failures;
- (u) Cyber attacks;
- (v) Power failures; or
- (w) Any other event beyond Navtrex's reasonable control.

Any additional costs incurred as a result of such events shall be payable by the Client.

64 CLIENT INDEMNITY

The Client indemnifies and holds harmless Navtrex against all claims, liabilities, losses, damages, penalties, fines, costs and expenses arising from:

- (a) Inaccurate shipment information;
- (b) Incorrect declarations;
- (c) Dangerous Goods;
- (d) Customs breaches;
- (e) Regulatory breaches;
- (f) Sanctions violations;
- (g) Export control violations;
- (h) Client negligence;
- (i) Breach of these Conditions; or
- (j) Third-party claims arising from the Goods or Services.

This indemnity survives completion of the Services.

65 CLAIM NOTIFICATION

Any claim against Navtrex must be made in writing within seven (7) days of:

- (a) Delivery of the Goods; or
- (b) The date upon which the Goods should reasonably have been delivered.

Failure to notify Navtrex within this period shall constitute an absolute bar to any claim.

66 SUPPORTING DOCUMENTATION

The Client shall provide all documents, information and evidence reasonably required by Navtrex in support of any claim.

Failure to provide such information may result in the claim being rejected.

67 TIME LIMIT FOR LEGAL PROCEEDINGS

No legal proceedings may be commenced against Navtrex unless commenced within nine (9) months of:

- (a) Delivery of the Goods;
 - (b) Completion of the Services; or
 - (c) The date upon which delivery should have occurred,
- whichever occurs first.

After expiry of this period Navtrex shall be permanently discharged from all liability.

68 SEVERABILITY

If any provision of these Conditions is found to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.

The invalid provision shall be severed only to the extent necessary to preserve enforceability.

69 WAIVER

No failure or delay by Navtrex in exercising any right under these Conditions shall constitute a waiver of that right.

Any waiver shall be effective only if made in writing and signed by an authorised representative of Navtrex.

70 GOVERNING LAW

These Conditions shall be governed by and construed in accordance with the laws of New South Wales, Australia.

71 JURISDICTION

The parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia and any appellate courts therefrom.

72 ENTIRE AGREEMENT

These Standard Trading Conditions constitute the entire agreement between Navtrex and the Client concerning the Services.

No amendment, variation or modification shall be effective unless made in writing and signed by an authorised representative of Navtrex.

73 SURVIVAL

All clauses relating to:

- Payment obligations;
- Indemnities;
- Lien rights;
- Security interests;
- Limitation of liability;
- Claims;
- Jurisdiction; and
- Governing law,

shall survive completion of the Services and termination of any agreement between the parties.

EXECUTION

These Standard Trading Conditions apply to all quotations, bookings, shipments, invoices, credit facilities, transport arrangements, customs clearances and services provided by:

NAVIREX PTY LTD

ABN 53 669 000 434

By requesting or accepting Services from Navtrex, the Client acknowledges that it has read, understood and agreed to be bound by these Standard Trading Conditions.