

Trading Conditions

Effective: August 2021

1. Definitions

In these Trading Conditions the following defined terms have the following stated meanings:

ABF means the Australian Border Force and includes where applicable the Department of Home Affairs and the Comptroller-General of Customs.

Australian Consumer Law Guarantee means the law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth) and any corresponding provisions of any State or Territory fair trading legislation or the Australian Securities and Investments Commission Act (2001) (Cth).

Company means DAZMAC Pty Ltd ACN 152 551 589 and includes its employees and executives.

Consequential Loss means any loss or damage arising from a breach of contract or agreement, tort, or any other basis in law or equity including, but without limitation to, loss of profits, loss of revenue, loss of production, loss or denial of opportunity, loss of bargain, loss of access to markets, loss of goodwill, indirect or remote or unforeseeable loss, loss of business reputation, future reputation or publicity, wasted expenditure, any loss or gain for which restitution damages is capable of being awarded, or any similar loss which was not contemplated by the parties.

Corporations Act means the Corporations Act 2001 (Cth).

CoR means Chain of Responsibility, as it is used in the Heavy Vehicle National Law.

Customer means the person or corporate entity with whom this contract is made.

Customs Broker means a person or company licenced by the Australian Border Force to operate as a licensed customs broker pursuant to Part XI of the Customs Act.

Customs Broker's Licence means any licence granted by the ABF to a party to operate as a licensed customs broker pursuant to Part XI of the Customs Act.

Customs Act means the Customs Act 1901 (as amended from time to time), and any succeeding legislation and any regulations made pursuant to the Customs Act.

Customs Related Law has the same meaning as in Section 4B of the Customs Act.

Dangerous Goods means Goods which are volatile, explosive or which is or may become dangerous, inflammable or offensive (including radioactive materials) or which may become liable to damage any person or property whatsoever.

Goods means the cargo accepted by the Company together with any container, packaging or pallet(s) supplied by or on behalf of the Customer.

Government Authority means without limitation, all Government departments and agencies, in Australia or in any other country, with responsibility for the import and export of goods, the collection of revenue on the import and export of goods, and the transport and movement of those goods to include, without limitation, the Australian Border Force; the Department of Home Affairs; the Australian Maritime Safety Authority; the Department of Infrastructure, Transport, Regional Development and Communications; the Department of Agriculture, Water and the Environment; and the Australian Taxation Office.

GST Law means the A New Tax System (Goods and Services Tax) Act 1999.

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

Heavy Vehicle National Law means the road safety regime contained in the Heavy Vehicle National Law Act 2012 (Qld) and related State, Territory and Federal legislation including regulations and amendments.

Input Tax Credit has the same meaning as Input Tax Credit under the GST Law.

Laws means means any International Conventions, treaties or domestic laws, regulations or guidelines of the Commonwealth of Australia, any of the States, Territories or Municipalities of Australia, or of any country from which, through which or into which the Goods are carried and including, without limitation all delegated legislation including regulations, ordinances and directions made pursuant to the Laws and any successor Laws.

Licence means any Customs Broker's Licence, depot licence, warehouse licence, or any other licence issued by the ABF or other Government Authority.

Load Restraint Guide means the Guidelines and Performance Standards for the Safe Carriage of Load on Road Vehicles, National Transport Commission and Roads and Maritime Services NSW, and includes subsequent versions of the Guide.

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

Related Body Corporate has the same meaning as under the Corporations Act.

Security Interest has the same meaning as under the PPSA.

Sub-contractors means any other person who pursuant to a contract or arrangement with any other person (whether or not the Company) provides or agrees to provide the Services or any part of the Services.

Services means the whole of the operation undertaken by the Company in relation to the Goods, and includes, but is not limited to: the international carriage of the Goods; any advice provided by the Company; customs clearance; quarantine clearance; local delivery services; and warehousing and storage services.

Supply means the same as in the GST Law.

Taxable Supply means the same as in the GST Law.

Tax Invoice means the same as in the GST Law.

VGM means Verified Gross Mass as set out in Chapter VI, Part A, Regulation 2 of SOLAS and given effect in Australian law by Marine Order 42 (Cargo, stowage and securing) 2014 (Order 2014/11).

2. Application

2.1 These Trading Conditions apply to all Services provided by the Company to the Customer and prevail over any terms and conditions provided by the Customer and as contained in any transport document, including bill of lading, air waybill or consignment note.

3. Governing Law and Jurisdiction

3.1 These Trading Conditions and any collateral agreements made by the Company with the Customer shall be governed and construed according to the laws of New South Wales and shall be subject to the exclusive jurisdiction of the courts of New South Wales.

4. Acceptance of Trading Conditions

4.1 The Customer acknowledges and agrees that it has received and understands these Trading Conditions. By instructing the Company to perform the Services, the Customer will be bound by the Trading Conditions of the Company.

5. Not a Common Carrier

5.1 The Company carries on business as a forwarding and logistics agent, and Customs Broker under Part XI of the Customs Act. The Company is not a common carrier and will accept no liability as such. The Company reserves the right to accept or refuse the provision of Services in respect of the Goods at its sole discretion.

6. Dangerous Goods

6.1 In the event that the Goods are found to be Dangerous Goods 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 and OHS laws.

7. Payment and recovery of Fees

7.1 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

insurance brokers whether declared or otherwise and no such brokerage, commission or allowance or other remuneration shall be payable or allowable to the Customer.

7.2 Quotations as to Fees and other charges 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 notice or, if it is not reasonably practicable, without notice to the Customer.

7.3 If a change in law, regulation, statutory instrument, or Government Ruling or of any requirement of a Government Authority causes an increase in the costs associated with performance of the Service by the Company, including without limitation, through the introduction of fees, levies, charges, duties or tax, the Company is entitled to recover such additional costs incurred by it and the fees are subject to revision accordingly with notice or, if it is not reasonably practicable, without notice to the Customer.

7.4 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.

7.5 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.

7.6 The Customer agrees that the Fees will be paid within 14 days of the date of an invoice statement or as otherwise determined by the Company.

7.7 If any amounts payable or due under any agreement between the Company and the Customer are not made within 7 days of the due date, the Customer will be in default and without limiting any other rights of the Company, the Customer shall pay to the Company, by way of liquidated damages, interest to be calculated at the rate being 2% above the Cash Rate Target fixed by the Reserve Bank of Australia on the amount outstanding calculated from the due date until payment is made in full.

The Company may take any legal proceedings to recover amounts owing pursuant to these Trading Conditions.

7.8 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 of the Customer. This right exists irrespective of the date the liability has been created or debt incurred with the Company.

8. Customer Warranties

8.1 The Customer warrants that it is either the owner or the authorised agent of the person or persons owning or having any interest in the Goods or any part of the Goods and enters into this Contract on its own behalf or as authorised agent of that person or those persons.

8.2 Furthermore, the Customer undertakes to indemnify the Company in respect of any liability whatsoever and howsoever arising in connection with the provision of the Services and/or the Goods to any person (other than the Customer) who has or claims to have any interest in the Goods.

8.3 The Customer warrants that it has complied with all laws and regulations relating to the nature, condition, packaging, handling, storage and carriage of the Goods including but not limited to the provisions of the Load Restraint Guide and that the Goods are packed to withstand the ordinary risks of handling, storage and carriage, having regard to their nature and indemnifies the Company for all liability and for all costs incurred as a result of or arising out of a breach of this warranty.

8.4 Furthermore, the Customer shall provide to the Company all such assistance, information and documentation that may be necessary to enable the Company to comply with such laws and regulations. The Customer is responsible for ensuring compliance with the Load Restraint Guide by any employee, agent or contractor loading or packing the Goods either in Australia or at an overseas location.

8.5 The Customer warrants that the information it provides to the Company in relation to the Goods, including the nature, number of packages and weight of the contents of the container is accurate and will indemnify the Company against all loss, damages and expenses arising from inaccuracies in such particulars, including in connection with any prosecution by a relevant authority.

8.6 The Customer warrants that any VGM provided to the Company is accurate and complies with Marine Orders 42 and has been calculated in accordance with an approved method and that the Customer will indemnify the Company against all loss, damages and expenses arising from a failure to supply a VGM obtained by one of the methods approved and in time to be used in vessel planning.

9. Reporting Obligations

9.1 The Company, its agents, employees and contractors are obliged to comply with certain conditions and Laws in respect of Licences in relation to the Goods or Services and none of the Company, its agents, employees or contractors are in breach of these Trading Conditions or in their obligations to the Customer in complying with such conditions or Laws.

9.2 The Customer further acknowledges and agrees that:

(a) the Company's Reporting Obligations may require the Company, its agents, employees and contractors to disclose a breach or possible breach of any Customs Related Law to any Government Authority;

(b) none of the Company, its agents, employees and contractors will have any liability to the Customer or any other party arising from compliance with its Reporting Obligations or the conditions of its licences; and

(c) the Customer must indemnify and keep indemnified the Company, its agents, employees and contractors from all costs and liabilities they incur in relation to their Reporting Obligations in respect of the Services or in relation to the Goods, including all legal costs which include, without limitation any legal costs incurred in determining whether a Reporting Obligation has arisen.

10. Sub-Contractors

10.1 The Company as agent for the Customer may contract either in its own name as principal or as agent for the Customer with any Sub-contractor for the Carriage, movement, transport or storage of the Goods or for the performance of all or any part of the Services pursuant to or ancillary to these Trading Conditions.

10.2 Any such contract may be made upon the terms of contract used by the Sub- contractor with whom the Company may contract for the Services and may be made upon the terms and subject to the conditions of any special contract which the Sub- contractor may in any particular case require, including in every case any term that the Sub-contractor may employ any person, firm or company for performance of the Services so contracted for.

11. Chain of Responsibility (CoR)

11.1 The Company is committed to ensuring as far as is reasonably practicable that any carriage of goods by road performed as part of the Services is performed safely and in accordance with the Heavy Vehicle National Law and its CoR provisions. This commitment extends to eliminating, or where elimination is not possible, minimising safety risks and the risk of damage to road infrastructure.

11.2 The Company will not comply with any directive or instruction by the Customer that might have the effect of contributing to a breach of the Heavy Vehicle National Law or preventing the Company from taking all steps that it considers to be necessary to prevent any breach of the Heavy Vehicle National Law or to otherwise comply with the duties of care under the Heavy Vehicle National Law.

11.3 The Company has a policy of compliance with its CoR obligations which is subject to regular audit and requires its sub-contractors to also have in place a policy of CoR which is subject to audit and review. In the event of a breach of CoR obligations by the Customer, the Company may cease the provision of further services and may withhold any payment for services where the Customer is a contractor to the Company.

11.4 The Company will not comply with any directive or instruction by the Customer that may cause a driver to exceed a speed limit or to drive while fatigued or in breach of a work or rest requirement under the Heavy Vehicle National Law.

12. Notification of Claim

12.1 Any claim for loss or damage must be notified in writing to the Company within seven (7) days of delivery of the Goods or of the date upon which the Goods should have been delivered.

12.2 If no claim for loss or damage is made within 7 days of delivery of the Goods then the Customer is deemed to have accepted the Goods and to the fullest extent permitted by law, waives any claim for loss or damage against the Company in respect of the Services.

12.3 The Company shall be discharged from all liability whatsoever in connection with the provision of the Services and/or the Goods unless legal proceedings are commenced and served upon the Company within nine (9) months of the provision of the Services or delivery of the Goods or when the Services should have been provided or the Goods should have been delivered.

13. Liability – Company not Liable

13.1 To the full extent permitted by law, the Goods remain at the risk of the Customer during the Services and the Company, its servants and agents will have no liability whatsoever to the Customer, whether in tort, contract, bailment, or otherwise, unless such is solely caused by, and attributable to, the gross negligence of the Company in provision of the Services, and the Customer shall indemnify the Company in respect of any claims made by third parties concerning the provision of the Services by the Company, in connection with or arising out of, but not limited to:

(a) loss or physical damage to the goods;

(b) deterioration of the Goods;

(c) mis-delivery, failure to deliver or delay in deliver of the goods;

(d) the Company's provision of the services;

(e) any loss or damage caused directly or indirectly by the Customer by breach of these Trading Conditions;

(f) amounts of Customs Duty, GST and other payments made to Government Authorities on behalf of the Customer;

(g) any penalties payable by the Company under the Customs Act 1901, or other legislation, due to the Customer providing incorrect, false or misleading information to the Company; omitting to provide information to the Company; and/ or failing to provide information or documents to the Company as requested by the Company;

(h) 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;

(i) demurrage or other charge for detention or failure to return items provided by the Company pursuant to contracts with other parties;

(j) damages payable by the Company arising from or contributed to by errors or misrepresentations by the Customer; and

(k) losses or damage incurred by the Company due to a breach by the Customer of any of the warranties in these Terms and Conditions.

13.2 The nature of the indemnity provided by the Customer pursuant to these terms and Conditions shall include, without limitation, all penalties, liabilities, all losses (including indirect and Consequential Loss) 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.

13.3 Moreover, the Customer indemnifies the Company against any penalties, interest, tax or additional duty that is payable as a result of the Company providing information or making statements to any Government Authority as are necessary for the Company to comply with the terms of its Licences or Customs Related Laws.

13.4 Except as required by law, the Company shall not be responsible in negligence or contract or otherwise for loss, damage, costs, fines or penalties incurred by the Customer or any other person resulting from or arising out of or in connection with any quotation, advice, statement, representation or information given or made by or on behalf of the Company to the Customer or others as to the classification of or any matter material to the valuation of or the liability for or the amount, scale or rate of customs and/or excise duty or other impost, tax or rate charged in respect of the Goods or any cargo whatsoever. In giving or making any such quotation, advice, statement, representation or information the Company relies solely on the particulars provided by the Customer which warrants that those particulars accurately and completely describe all aspects of the Goods or cargo and the transaction(s) relating to the Goods or cargo.

13.5 In all cases where liability of the Company has not been excluded, whether by these Conditions, by statute or by international convention or otherwise, the liability of the Company whatsoever and howsoever arising is limited to:

(a) Australian \$100 or the value of the Goods the subject of the Contract at the time the Goods were received by the Company, whichever is the lesser; or

(b) in the case of a breach of an Australian Consumer Law Guarantee, the payment of the cost of having the Services supplied again

13.6 The Customer will indemnify the Company for all charges and liabilities arising in connection with the use of any container or containers including repair costs, cleaning costs and/or detention charges. The Customer's indemnity will include any reasonable costs, either administrative or legal, incurred by the Company in recovering from the Customer any amounts owing, pursuant to this indemnity.

14. Indirect Loss

14.1 Neither the Company nor the Customer shall be liable for any loss suffered by the other party in connection with the Goods or the services that is an indirect or Consequential Loss including:

(a) losses that are purely financial or economic losses;

(b) loss of opportunity;

(c) losses in connection with contracts, agreements, or understandings the Customer has with third parties; and

(d) any other losses whatsoever that do not arise directly from physical damage to or loss of the Goods and are consequential in nature.

15. Indemnity by Customer

15.1 The Customer warrants:

(a) that no claim or allegation shall be made, whether by the Customer or any other person who is or who may subsequently be interested in the provision of the Services and/or in the Goods, against any person (other than the Company) by whom (whether it is a Subcontractor, principal, employer servant, agent or otherwise) the Services or any part of the Services are or is provided which imposes or attempts to impose upon such person any liability whatsoever and howsoever arising in connection with the provision of the Services and/or the Goods and if such claim or allegation should nevertheless be made to indemnify the Company and the person against whom such claim or allegation is made against the consequences of such claim or allegation. For the purpose of this Clause 15(a), the Company is or 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 and all such persons and each of them shall to this extent be or be deemed to be parties to this Contract; and

(b) to indemnify the Company against any claim or allegation made against it by any person in connection with any liability, arising out of or relating to the provision of the Services and/or the Goods.

16. Himalaya Clause

16.1 Every exemption, limitation, condition and liberty in these Trading Conditions and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Company or to which the Company is entitled in accordance with these Trading Conditions shall also be available and shall extend to protect:

(a) all Subcontractors;

(b) every servant or agent of the Company or of a Subcontractor;

(c) every other person (other than the Company) by whom the Services or any part of the Services are or is provided; and

(d) all persons who are or may be vicariously liable for the acts or omissions of any persons falling within paragraphs (a), (b) or (c) herein:

and, for the purpose of this clause, the Company is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of such persons and each of them and all such persons and each of them shall to this extent be or be deemed to be parties to this Contract.

17. Insurance

17.1 Insurance for the Goods is the responsibility of the Customer, and the Company will not affect insurance on the Goods, except upon receipt of express instructions provided in writing by the Customer to the Company, and the Customer provides a written declaration as to the value of the Goods.

17.2 Insurance arranged 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. The Customer indemnifies the Company for any and all claims it may have against the insurer or underwriter.

18. Deviation re Method of Services

18.1 The Customer authorises any deviation from the usual manner in which the Services are provided which may in the absolute discretion of the Company be deemed reasonable or necessary in the circumstances.

18.2 If the Customer expressly or impliedly instructs the Company to use or it is expressly or impliedly agreed that the Company will use a particular method of providing the Services, the Company will give priority to that method, however its adoption remains at the sole discretion of the Company and the Customer hereby authorises the Company to provide the Services by another method.

18.3 The Company reserves to itself complete freedom to decide upon the means, route and procedure to be followed in the handling, storage and transportation of the Goods and is entitled and authorised to engage Sub-contractors to perform all or any of the functions required of the Company upon such terms and conditions as the Company in its absolute discretion may deem appropriate.

19. Lien

19.1 The Company, its servants or agents shall have a Particular Possessory Lien and a General Possessory Lien on any Goods and documents relating to those Goods, and a right to see the Goods and documents, whether by public or private sale or auction, without notice, for all sums payable by the Customer or the Customer's principals, servants or agents to the Company, for any and all debts, charges, expenses or other sums due and owing by the Customer or the Customer's principals, servants or agents, including, inter alia, freight, customs import duty and GST, demurrage, container detention, fines, penalties, salvage, average of any kind, storage, and brokerage fees.

19.2 In addition, all costs and expenses of exercising the Company's right of lien, including the sale of the Goods and reasonable legal fees, shall be covered by the lien.

19.3 The lien, and all rights granted herein shall survive delivery of the Goods and the Company shall be entitled to retain the proceeds of sale of the Goods in relation to any and all outstanding amounts and debt referred to herein. In the circumstance that the proceeds of sale are not sufficient to cover all amounts payable to the Company, the Company retains the right to recover any deficit from the Customer. The Company acts as principal and not as agent and is not the trustee of the power of sale when the Company sells or otherwise disposes of Goods and any documents.

19.4 From the time the Company, its servants or agents, receive the Goods into its custody, the Goods and all of the Customer's present and future rights in relation to the Goods and any documents relating to those Goods, are subject to a continuing security interest in favour of the Company for the payment of all the amounts owed for freight, customs import duty and GST, demurrage, container detention, fines, penalties, salvage, average of any kind, storage, and brokerage fees and without limitation for any at all debts, charges, expenses or any other sums due and owing by the Customer or the Customer's principals, servants or agents. Further, the continuing security interest shall cover all the costs and expenses of exercising the lien, including the costs of a public or private sale or auction, including legal and administration costs.

20. Force majeure

20.1 The Company shall not be liable to the Customer for any breach or failure to perform its obligations under these Trading Conditions or for any damage or loss to Goods resulting from one of the following: perils, dangers and accidents of the sea or other navigable waters; act of God; act of

war; act of terrorism; act of public enemies; pandemic (including circumstances arising from Covid-19), epidemic or other major public health emergency; arrest or restraint of princes, rulers or people, or seizure under legal process; strikes or lock-outs or stoppage or restraint of labour from whatever cause, whether partial or general; riots and civil commotions; saving or attempting to save life or property at sea; or 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.

20.2 If the occurrence of any event contemplated herein 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. However, all costs, charges and expenses already incurred by the Company prior to the termination or arising in connection with the disposal or return of the Goods shall be paid by the Customer.

21. Perishable Goods

21.1 Where the Goods are perishable and are not collected or delivered 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 and 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.

22. Goods unable to be Delivered

22.1 Where Goods cannot be delivered either because they are insufficiently or incorrectly addressed or marked or otherwise not identifiable or because they are uncollected or not 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. All costs, charges and expenses incurred by the Company and arising in connection with the storage, 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.

23. Sale of Uncollected Goods in Storage

23.1 Where Goods are stored by the Company for the Customer, and they are uncollected for whatever reason 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. All costs, charges and expenses incurred by the Company and arising in connection with the storage, 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.

23.2 If the sale of Goods 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.

23.3 The Company sells or otherwise disposes of such Goods as principal and not as agent and is not trustee of the power of sale.

24. Director's Guarantee

24.1 At all times if the Customer is a corporate entity under the Corporations Act, the directors and shareholders of that corporate entity will guarantee the Debts, undertake to perform the obligations of the Customer and indemnify and keep indemnified the Company against the Debts.

24.2 The Customer shall ensure that its directors and shareholders will sign any other documents required by the Company to evidence and confirm any guarantee, undertaking and indemnity.

25. PPSA

25.1 The Customer acknowledges that the Company shall have a Security Interest which attaches over any Goods, and that the Company may, at the Customer's cost, register its security interests granted by the Customer under these Trading Conditions, and all of the Customer's present and future rights in relation to the Goods, on the Personal Property Securities Register established under PPSA. The Customer consents to the registration and perfection of the Security Interest under PPSA.

26. Australian Consumer Law

26.1 Notwithstanding anything herein contained, any Australian Consumer Law Guarantee that applies to the Services are not excluded. To the extent permitted by law, the liability of the Company for breach of an Australian Consumer Law Guarantee is limited to the payment of the cost of having the relevant Services supplied again.

27. GST

27.1 This clause applies if the Company is or may become liable to pay GST in relation to any Supply under these Trading Conditions.

27.2 Unless otherwise stated, all charges quoted are exclusive of GST. In addition to such charges, the Customer must pay GST on the Taxable Supply to the Company of an amount equal to the GST exclusive consideration multiplied by the GST Rate.

27.3 GST is 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.

27.4 The Company shall provide to the Customer a Tax Invoice to enable the Customer to claim an Input Tax Credit.

Additional Terms and Conditions

Yachts and boats

Motor vehicles and motor bikes

28. Freight Quotes

- All quotations for vehicles, boats and yachts are valid for 30 days unless otherwise stated.
- All government charges are excluded from quotation such as import GST, import duty, quarantine fees.
- Customs import duty will be charged unless a valid free trade agreement is presented.

- All AUD Charges are subject to 10% GST for boat & yacht import quotations. Exports quotation are GST free.
- Payment for all shipments is require as cleared funds prior to release of cargo from the port of discharge. In situations where the value of the boat or yacht is less than freight costs payment is required to be made in full prior to shipping from the port of loading.
- If payment is not made, and the correct customs paperwork provided prior to the arrival of the vessel into Australia DAZMAC reserves the right to move the Goods, at Customer's cost, to a customs bond or free store warehouse to avoid excessively high wharf storage fees.
- All storage fees (if applicable) are payable by the Customer prior to release of the Goods.
- Futile trips – If DAZMAC has arranged transport, cranes or any mobile service on behalf of the Customer and cargo cannot be picked up or dropped off because of any reason whatsoever the Company reverses the right to charge up to the full amount of the transport price quoted.

29. Space and Equipment Availability

- All bookings are subject to the shipping lines space and equipment availability
- Crane fees can be charged if, for example, if the cradle is not safe or built to be fork lifted.

30. Inner Cargo

- The Company is not liable for loss, damage, delays or theft of any inner cargo in vehicles, motorhomes caravans, boats or yachts shipping on Roll on Roll Off or Breakbulk vessels.
- All Inner cargo is shipped at the sole risk of the Customer.
- All Personal effects must be declared and packing list provided.
- Note not all Shipping lines or trucking companies accept inner cargo or personal effects so this may cause additional futile trip, storage, gate out, and or delays to the shipment.

31. Dimensions

- The Company accepts NO responsibility for any change in the dimensions. The shipping lines and terminals measure the cargo in which our freight rates are based. If the Customer disagrees with any dimensions provided by shipping lines or terminals the Customer shall contact the Company for clarification.

- Re-measurements can be arranged. Each shipping line has different policies on this. Some charge for a surveyor, while others allow this for free, others only allow remeasurement prior at the export terminal.

32. Quarantine

- The Company is not liable for any additional quarantine charges for cleaning, transport, re-inspection or attendance.

- Quarantine regulations and costs vary from state to state, and by commodity.

33. US Customs Examinations

- In the event a container is pulled by US customs for exam, all associated charges will be divided and spread across each consignment based on the total cubic metre usage in the container

34. Asbestos

- All vehicles and motorbikes must be tested and cleared of asbestos before departing for Australia.

- The Company will ensure there is due diligence performed in finding and removing asbestos from all vehicles & motorbikes. Refusal to remove or test components may result in shipping being declined. All penalties and removal costs will be charged to the Customer.

- Any parts tested for asbestos will have samples taken that may compromise the part/s. The Company is not responsible for, nor liable for, the condition of tested parts.

35. Damage

The Company is not liable for the below types of damage. Also note that any insurance policy may not cover these circumstances; Vehicle Spoiler damage with a ride height below 150mm

- Any mechanical faults
- Rust / Corrosion
- Electrical faults including any battery related issues
- Damaged caused by bio-security cleaning done either onshore or offshore
- Damage caused by quarantine treatments such, but not limited to heat treatment, steam cleaning, or fumigation
- Damage to any inner cargo
- Parts/items subject to asbestos testing &/or removal

All Goods must have an independent pre-purchase or pre-shipping report completed for any claim to be considered.