

STANDARD TRADING CONDITIONS AND TARIFFS

CLAUSE 1

All and any business undertaken by ICA (NSW) Pty Ltd T/a Intercontainer Asia Pacific ("the Company") and any goods or documents received by them are transacted and/or received subject to these conditions which shall be deemed to be incorporated in any contract made between the Company and any person forwarding goods or documents whether as consignor, owner or consignee ("the Customer").

CLAUSE 2

Save where the Customer has the benefit of any non-excludable statutory rights, the only liability accepted by the Company is that set out in these conditions. All other terms, conditions and warranties express or implied statutory or otherwise, are expressly negated.

CLAUSE 3

Without limiting the generality of any other condition, it is expressly agreed between the Customer and the Company that:

- (a) The Company carries on business as a freight forwarder and is not the actual carrier unless the goods are carried on an aircraft, ship or other conveyance owned or operated by the Company, and the obligations of the Company are limited to arranging carriage of the goods, clearing the goods through customs and warehousing the goods as agent of the Customer. The goods are carried at the Customer's risk and the Customer authorises the Company to act as its agent to enter into contracts of carriage on behalf of the Customer. The Company is not a common carrier and will accept no liability as such, and may refuse at its sole and absolute discretion to supply its services without assigning any reason.
- (b) The Company shall in no circumstances whatsoever or howsoever arising (including negligence or wilful default) be liable for direct, indirect or consequential loss or damage. Without limiting the generality of the foregoing, this exclusion extends to any claim against the Company for loss or damage or delay or payment of any charge, fine, penalty, sales tax or duty whether the claim be founded in contract, bailment or tort. In all cases where liability has not effectively been excluded, whether by this agreement or by statute, convention or otherwise, the total liability of the Company for any loss or damage is limited to the lesser of:
- (i) A\$20.00;
 - (ii) the replacement of the goods or the supply of equivalent goods;
 - (iii) the repair of the goods;
 - (iv) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (v) the payment of the cost of having the goods repaired;
 - (vi) the supplying of the services again; or
 - (vii) the payment of the cost of having the services supplied again.
- (c) (i) The Customer indemnifies the Company from all claims for loss or damage, customs duty, excise duty, costs, fines or penalties or other charges levied by third parties in respect of the goods for which the Company becomes liable to pay for any reason whatsoever in respect of goods whether or not such liability is due to the negligence or wilful default of the Company.
- (ii) The Customer warrants that all information provided by it to the Company in connection with the goods is accurate and adequate and the Customer agrees to indemnify the Company against all loss, damage, fees and expenses arising or resulting from any inaccuracies or inadequacy of that information.
- (d) (i) The Company shall be entitled to sub-contract on any terms the whole or part of the services.
- (ii) Any person providing the services (other than the Company) shall have the benefit of these provisions as if they were expressly for his benefit; and in entering into this agreement, the Company does so as agent and trustee for such person.
- (iii) If the Company subcontracts the whole or any part of the services to another person, the services provided by the Company are also subject to the terms and conditions of the contract between the Company and that other person and the Company shall have the benefit of all provisions benefitting that other person as if those provisions were expressly for the benefit of the Company. In the event of and to the extent of any inconsistency between these trading conditions and conditions and the terms and conditions of the contract between the Company and the other person, these terms and conditions are paramount.

CLAUSE 4

- (a) Pending forwarding and delivery the goods may be warehoused or otherwise held at any place at the sole discretion of the Company and at the Customer's risk and expense.
- (b) The Company may at any time and without notice to the Customer:
- (i) use any means of transport or storage whatsoever;
 - (ii) transfer the goods from one conveyance to another including trans-shipment;
 - (iii) unpack and remove the goods which have been stowed into a container and forward the same in a container or otherwise;
 - (iv) proceed by any route in its discretion;
 - (v) load or unload the goods at any place and store the goods at any such place;
 - (vi) comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority.
- (c) If delivery of the goods or part thereof is not taken by the Customer at the time and place when and where the Company is entitled to call upon the Customer to take the delivery thereof, the Company shall be entitled without notice to move, lift unstow and store the goods at the sole risk of the Customer. Such movement, lifting, unstowing and storage shall constitute delivery and the liability of the Company in respect of the goods shall wholly cease and the cost of such movement, lifting, unstowing and storage shall be payable by the Customer.
- (d) If the Customer fails to take delivery of the goods within 7 days of its becoming due under sub clause (c) above or in the opinion of the Company the goods are likely to deteriorate, decay, become worthless or incur any charges in excess of their value or if the goods are insufficiently addressed, marked or not identifiable, the Company may without prejudice to any rights which it may have against the Customer, without notice and without any responsibility, sell or dispose of the goods and apply any proceeds in reduction of any sums due to the Company from the Customer.

CLAUSE 5

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

CLAUSE 6

All goods (and documents relating to goods) received by the Company or its agents shall be held by them subject to a particular and general lien for moneys due either in respect of such goods or for any particular or general balance or other moneys due from the Customer to the Company. If any moneys due to the Company are not paid within one calendar month after notice has been given to the Customer that such goods are detained they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of the Customer, and the proceeds applied in or towards satisfaction of the said particular and general lien. Without limiting the generality of the preceding words of this clause, it is expressly agreed that, in consideration of the Company considering any proposal by a Customer or person proposing to become a Customer of the Company with respect to the carriage or forwarding of that person's goods, that person hereby agrees that the Company shall be entitled to hold any goods or documents relating to goods subject to a particular and general lien for moneys due from the Customer or potential Customer to the Company.

CLAUSE 7

Quotations are given on the basis of immediate acceptance and are subject to the right of withdrawal or revision. If any changes occur in the rates of freight, insurance premiums or other charges applicable to the goods, quotations and charges shall be subject to revision accordingly with or without notice.

CLAUSE 8

Customers are required to prepare and deliver to the Company or its agents a declaration form showing particulars of goods, values, weights, etc and to undertake to pay all lawful and customary charges in case a consignee should decline to receive the goods or refuse or be unable to pay the charges thereon. The Customer and its agents, if any, shall be deemed to be bound by and to warrant the accuracy of all descriptions, values and other particulars furnished to the Company for customers, consular and other purposes and undertakes to indemnify the Company against all losses, damages, expenses and fines arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence. The Customer shall comply with the requirements of any applicable law relating to the nature, condition and packaging of the goods and the expenses and charges of the Company in complying with the provisions of any such law or with any order or requirement thereunder or with the requirement of any harbour, dock, airport, railway, shipping, customs, warehouse or other authority or corporation shall be paid by the Customer and the Customer shall provide the Company all such assistance, information and documents as may be necessary to enable the Company to comply with such laws, orders, or requirements.

CLAUSE 9

The Company shall not be liable under any circumstances for any loss, damage or expense arising from or in any way connected with marks, weights, numbers, brands, contents, quality or description of any goods.

CLAUSE 10

No insurance will be effected except upon express instructions given in writing by the Customer. Insurance will only be effected on the conditions and exceptions agreed by the Company with the underwriters or the company insuring the risk. In cases where the Company agrees to arrange insurance of the goods, it shall not be bound to effect any separate insurance but may declare the goods upon any open or general policy. The Company does not offer advice as an insurance broker or intermediary. The Customer shall have no right of recourse against the Company in respect of any claim under or in connection with any insurance effected by the Company on its behalf. Should the insurers dispute their liability for any reason whatsoever the Customer shall have recourse against the insurers only and the Company shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by the Customer. The Customer agrees to indemnify the Company for any loss or damage the Company may suffer in relation to or arising out of the insurance of the goods.

CLAUSE 11

- (a) In the case of goods of a value exceeding A\$200.00 per package or unit or the equivalent of that sum in other currency, the value will not be declared or inserted in the Bill of Lading for the purpose of extending the shipowner's liability under Article IV Rule 5 of Schedule 1 of the Carriage and Goods by Sea Act 1991, except upon express instructions given in writing by the Customer.
- (b) In the case of carriage by air, no optional declaration of value to increase the air carrier's liability under the Warsaw Conventions Hague Protocol, or other Convention will be made except on the express instructions given in writing by the Customer.
- (c) In all other cases where there is a choice of tariff rates according to the extent of the liability assumed by carriers, warehousemen or others, no declaration of value (where optional) will be made for the purpose of extending.

CLAUSE 12

Instructions to collect payment on delivery in cash or otherwise are accepted by the Company upon the condition that the Company in the matter of such collection will not be liable for loss whatsoever or howsoever arising.

CLAUSE 13

Except under special arrangements previously made in writing the Company will not accept bullion, coins, precious stones, jewellery, valuables, antiques, pictures, livestock or plants, and the Company will not accept any liability whatsoever for any such goods except under special arrangements previously made in writing.

CLAUSE 14

Except under special arrangements previously made in writing the Company will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage. Any person delivering such goods to the Company or causing the Company to handle or deal with any such goods (except under special arrangements previously made in writing) shall be liable for all loss or damage caused thereby and shall indemnify the Company against all penalties, claims, damages, costs and expenses arising in connection therewith and the goods 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 so 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 so 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.

CLAUSE 15

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

CLAUSE 16

The Customer agrees the following charges which are payable by the Customer to the Company within 7 days of invoicing:

(a) CARGO STORAGE

Terms: Cargo/Containers which are NOT collected by Customer within 3 days of availability.

Days	First 3 days commencing from day	LCL Cargo	20'GP	40'GP
4 of availability		A\$55.50/w-m/Day	A\$145.00/20'/Day	A\$290.00/40'/Day
Next 3 days:		A\$60.50/w-m/Day	A\$350.00/20'/Day	A\$420.00/40'/Day
THEREAFTER		A\$75.50/w-m/Day	A\$470.00/20'/Day	A\$620.00/40'/Day
HANDLING Fee:		A\$240.00/Shipment	A\$240.00/Shipment	A\$240.00/Shipment
Transport to Store:		A\$65.00/w-m	A\$550.00/20'	A\$650.00/40'
Refrigerated Container Surcharge:		100% additional to the above rates.		
Hazardous / DG Container Surcharge:		200% additional to the above rates.		

(b) EMPTY CONTAINER DETENTION:

Terms: Cargo/Containers which are NOT RETURNED within SEVEN (7) Days, empty container charges apply from FIRST (1st) day of Availability at Terminal/Wharf and accrue concurrently with cargo storage charges

Days:	20'GP:	40'GP:
First 3 days:	A\$ 95.00/20'/Day	A\$190.00/40'/Day
Next 3 days:	A\$190.00/20'/Day	A\$380.00/40'/Day
THEREAFTER:	A\$365.00/20'/Day	A\$460.00/40'/Day
HANDLING Fee:	A\$240.00/Shipment	A\$240.00/Shipment

SPECIALISED Equipment (as Below) Detention applies THREE (3) Days after Availability:

Refrigerated Container Surcharge:	100% additional to the above rates.
Hazardous / DG Container Surcharge:	200% additional to the above rates.

Where containers or cargo incur storage, Bond charges and detention prior to release of Delivery Orders, advance payment equivalent to a minimum of one (1) weeks detention and storage and Bond charges will need to be paid prior to release of Delivery Orders. If container detention, Storage and Bond charges are paid in advance, no refunds will be given if cargo is collected prior to the date of payment or return of containers prior to the date charges are calculated to. If the period exceeds one (1) week then charges will be calculated at the Company's discretion to ensure that an appropriate date is set to collect cargo and return empty containers. Non-refundable Container Detention Bonds may be requested from any or all Consignees or Shippers at the company's request, with or without notice

CLAUSE 17

Customers entering into transactions of any kind with the Company expressly warrant that they are either the owners or the authorised agents of the owners of any goods or property the subject matter of the transaction and by entering into the transaction they accept these conditions for themselves as well as for all other parties on whose behalf they are acting. The Customer indemnifies the Company against all claims by any other person for any loss or damage whatsoever arising out of or incidental to or in connection with the services provided by the Company.

CLAUSE 18

It is hereby expressly agreed that no servant or agent of the Company (including every independent contractor from time to time employed by the Company) shall in any circumstances whatsoever be under any liability whatsoever to the Customer for any loss or damage or delay of whatsoever kind arising from or resulting directly or indirectly from any neglect or default on his part while acting in the course of or in connection with his employment, and, without prejudice to the generality of the foregoing provision in this agreement, every exemption, limitation, condition and liberty herein contained and every right, exemption from any liability, defence and immunity of whatsoever nature applicable to the Company or to which the Company is entitled hereunder shall also be available and shall extend to protect any such servant or agent of the Company acting as aforesaid and for the purpose of all the foregoing provisions 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 all persons who are or might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to any contract between the Company and the Customer incorporating the standard trading conditions of which this clause forms the part.

CLAUSE 19

All agreements between the Company and its Customers shall be governed by the laws of New South Wales and the parties will submit to the non-exclusive jurisdiction of the courts of that state and of any Courts which may hear appeals therefrom. These trading conditions are to be read subject to relevant statutory provisions having effect in Australia which by law cannot be excluded, restricted or modified. Any such term or condition of these trading conditions which is inconsistent with or repugnant to that legislation shall be null and void to the extent (but no further) of such inconsistency or repugnance. Each term of this agreement is severable from the other, and if for any reason a term is invalid or unenforceable it shall not prejudice or affect the validity or enforceability of any other term.

CLAUSE 20

The use of the Customer's own forms is no derogation of these trading conditions which prevail over any other terms and conditions, to the extent of any inconsistency.

CLAUSE 21

In any event the Company shall be discharged from all liability in respect of any loss, damage or delay to any goods of a Customer unless suit is brought within nine months after the delivery of the goods or the date when the goods should have been delivered.