



STANDARD TRADING CONDITIONS

1. All business undertaken, including goods carried, moved, lifted, or transported and all storage or other services performed by Henning Harders (Australia) Pty Ltd. (the "Company") is transacted subject to these conditions, which shall be deemed to be incorporated in any agreement between the Company and its customers.

2. The Company is NOT A COMMON CARRIER and will accept no liability as such AND THE COMPANY RESERVES THE RIGHT AT ITS DISCRETION TO REFUSE THE CARRIAGE, MOVEMENT OR TRANSPORT OF GOODS FOR ANY PERSON, FIRM OR COMPANY AND THE CARRIAGE OR TRANSPORT OF ANY CLASS OF GOODS at its discretion.

3.1 Subject to and in accordance with the terms and conditions contained in this contract the Company agrees and the customer hereby employs and authorises the Company as agent to contract, either in its own name as principal or as agent, with any person, firm or company (hereinafter referred to as the "Sub-contractor") for the carriage, movement, transport or storage of the goods or for the performance of any other service to be performed by the Company pursuant to or ancillary to this contract.

2.2 Any contract with a Sub-contractor may be made upon terms agreed between the Company and the Sub-contractor, and may include provision for the Sub-contractor to employ any person, firm or company for performance of its obligations.

2.3 The Company may and is hereby expressly authorised by the customer to delegate its authority hereunder to contract for the carriage, movement, transport and storage of the goods and the performance of any of its obligations hereunder to such other person, firm or company as it may think fit, and may and is expressly authorised by the customer to constitute the relation of principal and agent between the customer and such person, firm or company for the purpose of carrying out any such obligation.

3. The Company, its officers, employees, agents or Sub-contractors shall not be liable for any loss, damage, misdelivery, delay in delivery, failure to produce or non-delivery of goods either in transit or in storage or occurring during the term of this contract, whether caused by the negligence of the Company, its officers, employees, agents or Sub-contractors or any other cause and notwithstanding any breach of the Contract by the Company, its officers, employees, agents or Sub-contractors.

1.1 Any liability of the Company on whatsoever ground shall in each case be limited to the sum of twenty dollars (\$20.00) in respect of all goods whether or not any value of the goods has been declared by the customer for the purpose of carriage or otherwise.

1.2 In respect of goods of value exceeding two hundred dollars (\$200.00) per package or unit or the equivalent of that sum in any other currency, the value will not be declared or inserted in the bill of lading for the purpose of extending the ship owner's liability under Article (iv) Rule 5 of the Sea Carriage of Goods Act, 1924 (or any amending, replacement or substituted legislation) except upon express instructions given in writing by the customer.

1.3 Where goods are carried by air no optional declaration of value to increase the air carrier's liability under Article 22(2) of the First Schedule of the Civil Aviation (Carrier's Liability) Act, 1959 (or any amending, replacement or substituted legislation) will be made except upon express instructions given in writing by the customer.

1.4 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 purposes of extending liability and goods will be forwarded or dealt with at the owner's risk and cost, unless express instructions in writing to the contrary are given by the customer.

6. The Company will give priority to any particular method or route for movement of the goods designated by the customer, provided that if that method or route cannot in the opinion of the Company be reasonably or practicably adopted, the customer hereby authorises and shall be deemed to authorise the Company to adopt an alternative method or route.

7. In performance of its obligations hereunder the Company may at any time warehouse or otherwise hold, remove to and hold the goods at any other place at its discretion, at the customer's risk, and the expense of any warehousing, holding or removal shall be borne by the customer as a charge in connection with this contract.

8. The Company shall have the right to sell or otherwise dispose of perishable goods which are not collected immediately upon arrival or which are inadequately addressed or otherwise not identifiable. The Company shall have no obligation to give notice of such sale to the senders, owners or consignees of the goods, and payment to the customer of the net proceeds of any such sale after deduction of all charges hereunder shall in that event constitute delivery of the goods.

9. The Company shall have the right at its option at any time after the expiration of twenty one (21) days from the sending of a notice in writing to the address specified by the customer, to sell or return any non-perishable goods which cannot be delivered by the Company because they are insufficiently or incorrectly addressed or they are not collected after notice has been given the customer of the goods arrival in the event of a sale of any goods, payment to the customer of the net proceeds of sale after deduction of all charges shall constitute delivery. In the event of return of the goods, all charges and expenses arising in connection with such return shall be paid by the customer.

1.1 Unless otherwise specifically agreed in writing, the Company will not accept or deal with any noxious, dangerous, hazardous, inflammable or explosive goods or any goods likely to cause damage (including goods likely to harbour or encourage vermin or other pests), and any person delivering such goods to the Company 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 with such goods.

1.2 The Company shall have the right to destroy or otherwise deal with any goods referred to in condition 10.1 if in the sole discretion of the Company, they become dangerous to people, other goods or property (unless special agreement in writing has been made in respect of such goods).

11. Except as specifically provided in writing, the Company will not accept bullion, coins, precious stones, jewellery, antiques or other valuables, livestock or plants, and will not accept any liability whatsoever for any such goods.

12. The customer hereby expressly warrants that it is the owner or authorised agent of the owner of all goods the subject matter of this contract, and that by entering into this contract with the Company it accepts these conditions for itself as well as for any other party on whose behalf it is acting.

13. The customer shall pay to the Company all brokerages, commissions, allowances and other remuneration as applicable under the terms of this Contract calculated in accordance with the Company's standard rates within thirty (30) days of delivery or an invoice from the Company.

14. Any quotation given to a customer by the Company is calculated on the basis of immediate acceptance, and is subject to the right of withdrawal or revision.

15. The Company has the right to vary its rates of exchange, rates of freight, brokerages, commissions, insurance premiums or other charges applicable to the goods at any time without notice to the customer.

16. The Company has the right to accept instructions from a customer to collect payment on delivery (C.O.D.) in cash or otherwise. Where the Company does accept such instructions its only obligation to the Customer is to use reasonable diligence and care in such a collection. The Company is not liable for any loss or damage arising from such instructions or such collection whether caused by negligence or otherwise.

17. The customer warrants the accuracy of all descriptions, values and other particulars furnished to the Company and undertakes to indemnify the Company against all losses, damages, expenses and fines arising from any inaccuracy or omission including accidental inaccuracy or omission.

18. The customer agrees that it shall be liable for and hereby indemnifies the Company in relation to any duties or other moneys which the Company is obliged to pay or pays in respect of the goods, including payments to the crown, the Collector of Customs or any other statutory body or authority or any private body company or person, arising pursuant to any statute, proclamation, declaration, regulation or by-law or other legislative or quasi-legislative provision, or arising in contract or in tort or in relation to any lien, charge, bill of sale, mortgage or other hypothecation of goods or under any hire-purchase agreement or by reason of the law relating to companies, bankruptcy insolvency or execution or otherwise. This indemnity shall continue in full force and effect notwithstanding that the goods have been pillaged, stolen, lost, damaged or destroyed, whether or not such event was caused wholly or partly by the negligence or any default, omission, neglect or breach of duty by the Company, its officers, employees, agents or Sub-contractors.

19. No insurance will be effected except upon express instructions given in writing by the customer and all insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. The Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it in any open or general policy. Should the insurers dispute their liability for any reason the insured 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.

20. All goods (and documents relating to goods) shall be subject to a particular and general lien for moneys due either in respect of such goods or for any particular or general balance of other moneys due from the senders, owners or consignees to the Company. If any moneys due to the Company are not paid within thirty (30) days after notice has been given to the person from whom such moneys are due, the goods may be sold by the Company and the proceeds, after deduction of any expenses of the Company of such sale, applied in or towards satisfaction of such particular and general lien.

21. This agreement shall be governed by the law in force in the State of New South Wales, Australia, and the parties hereto submit to the non-exclusive jurisdiction of the Courts of the said State.

22. The Company shall not under any circumstances be liable for loss or damage resulting from or attributable to any quotation, statement, representation of information whether oral or in writing whatsoever or given by or on behalf of the Company or by any officer, employee, agent or Sub-contractor of the Company as the classification of or the liability to an amount, scale or rate of customs duty, excise duty or other impost or tax applicable to any goods or property whatsoever.

23. To the extent the provisions of any Commonwealth, State or Territory legislation cannot be excluded or limited, these conditions should be interpreted as subject to such provisions.

24. NOT WITHSTANDING ANYTHING CONTAINED IN THESE CONDITIONS, THIS CONTRACT SHALL BE READ SUBJECT TO ANY IMPLIED TERMS, CONDITIONS OR WARRANTIES IMPOSED BY THE TRADE PRACTICES ACT, 1974 (COMMONWEALTH) OR ANY OTHER COMMERCIAL OR STATE LEGISLATION INSOFAR AS THEY MAY BE APPLICABLE HERETO AND MAY EXPRESSLY OR IMPLIEDLY PREVENT THE EXCLUSION OR MODIFICATION OF ANY SUCH TERMS, CONDITIONS OR WARRANTIES, IF SUCH STATUTORY PROVISIONS APPLY, TO THE EXTENT TO WHICH THE COMPANY IS ENTITLED TO DO SO, ITS LIABILITY WILL BE LIMITED AT ITS OPTION TO: (A) THE SUPPLY OF THE SERVICES AGAIN; OR (B) THE PAYMENT OF THE COST OF HAVING THE SERVICES PERFORMED AGAIN.