

STANDARD TRADING CONDITIONS

01. All and any business undertaken by BTI LOGISTICS PTY LTD (hereinafter called "the Company") is transacted subject to the conditions hereinafter set out, each of which shall be deemed to be incorporated in and to be a condition of any agreement between the Company and its customers. The Company only deals with goods subject to these conditions. No agent or employee of the Company has the Company's authority to alter or vary these conditions.
02. Any instructions given to the Company may in the absolute discretion of the Company be complied with by the Company itself, by its own servants performing part or all of the relevant services, or by the Company employing or instructing or entrusting the goods to others on such other conditions as such others may stipulate to perform part or all of the services. The customer shall be bound by such other conditions and shall release the Company from and indemnify the Company against any claims arising out of their acceptance.
03. 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 and all goods or property the subject matter of the transaction. By entering into the transaction, they accept these conditions for themselves and for all other parties on whose behalf they are acting and they warrant that they have authority to do so.
04. Subject to express instructions in writing given by the customer and accepted by the Company, the Company reserves to itself complete freedom in respect of means route and procedure to be followed in the handling, storage and transportation of goods.
05. The Company is entitled to retain and be paid all brokerages, commissions, allowances and other remunerations retained by or paid to Shipping and Forwarding Agents (or Freight Forwarders) and Insurance Brokers.
06. Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal before acceptance and revision after acceptance. If any changes occur in the rates of customs duty, freight, insurance premiums or other charges applicable to the goods, quotations and charges shall be subject to revision accordingly, whether with or without notice.
07. The customer and the senders, owners and consignees of any goods and their 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 customs, consular and other purposes and shall jointly and severally 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.
08. The Company shall not be liable under any circumstances for any loss, damage or expense arising from or in any way connected with marks, weight, numbers, brands, contents, quality or description of any goods.
09. The Customer and the Senders, Owners and Consignees and their agents, if any, shall be jointly and severally liable for any duty, tax, impost or outlays of whatsoever nature levied by the authorities at any port or place for or in connection with the goods and for any payments, fines, expenses, loss or damage incurred or sustained by the Company in connection therewith.
10. No insurance will be effected, except upon express instructions as to the risk or risks to be insured against and the value or values to be declared given in writing by the customer and all insurance effected by the Company will be subject to the usual exceptions and conditions of the policies of the insurance Company or underwriters accepting the risk. The Company shall not be under any obligation to effect a separate insurance on each consignment, but may declare it on 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 its customer.
11. The Company shall not be liable for loss or damage to goods unless such loss or damage occurs whilst the goods are in the actual custody of the Company and under its actual control and unless such loss or damage is due to the wilful neglect or default of the Company or its own servants.
12. The Company shall not in any circumstances be liable for damages or costs arising from loss or fall of market or attributable to delay in forwarding or in transit or failure (not amounting to wilful negligence) to carry out the instructions given to it.
13. The liability of the Company shall in every case be limited in amount to the sum of \$20.00 in respect of all the goods entrusted to its care in any one consignment, whether or not there has been any declaration of value of the goods or of any of them for the purpose of carriage or otherwise.
14. (A) In case of carriage by sea, 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 the Sea Carriage of Goods Act 1924, 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 Carriage by Air Act 1935, article 22(2) of the first schedule will be made, except on 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 liability and goods will be forwarded or dealt with at owner's risk or other minimum charges, unless express instructions in writing to the contrary are given by the customer.
15. Instructions to collect payment on delivery (COD) in cash or otherwise, are accepted by the Company upon the condition that the Company in the matter of such collection will be liable for the exercise of reasonable diligence and care only.
16. Perishable goods, which are not taken up immediately upon arrival, or which are insufficiently addressed or marked or otherwise not identifiable, may be sold or otherwise disposed of without any notice to the customer or the senders, owners or consignees of the goods and payment or tender of the net proceeds of any sale after deduction of charges shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of the goods shall be paid by the customer.
17. Non-perishable goods, which cannot be delivered either because they are insufficiently or incorrectly addressed, or because they are not collected or accepted by the consignees, may be sold or returned at the Company's option at any time after the expiration of 21 days from the sending of notice in writing to the address, which the customer or sender gave the Company on delivery of the goods to the Company. All charges and expenses arising in connection with the sale or return of the goods shall be paid by the customer or sender. A communication from any agent or correspondent of the Company to the effect that the goods cannot be delivered for any reason shall be conclusive evidence of the fact.
18. Except under special arrangements previously made 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. 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, damage cost 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 acceptable 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 pest.
19. Except under special arrangements previously made in writing, the Company will not accept bullion, coins, stones, jewellery, valuables, antiques, pictures, livestock or plants, and the Company will not accept any liability whatever for any such goods except under special arrangements previously made in writing.
20. Pending forwarding and delivery, goods may be warehoused or otherwise held at any place or places at the sole discretion of the Company at the Customer's or Owner's risk and expense.
21. 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 any particular or general balance or other moneys due from the customers, the senders, owners or consignees to the Company. If any moneys due to the Company are not paid within one calendar month after notice has been given to the person from whom the moneys are due 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 such person and the proceeds applied in or towards satisfaction of such particular and general lien.
22. (A) By entering into any agreement, to which these conditions apply, the customer on his own behalf and as agent for the owner, sender or consignee agrees and further offers to limit the liability of all servants, employees and agents of the Company in respect to the goods and subject to the agreement to the extent that each such servant, employee and agent shall be protected by and entitled to the full benefit of all provisions in these conditions, excluding or restricting tortious liability of any kind. (B) The other hereinbefore referred to shall be accepted by the act of each such servant, employee or agent in performing any function in relation to or affecting the goods the subject of the agreement. (C) For the purpose of the foregoing provisions of this clause, the Company is and shall be deemed to be acting as agent on behalf of and trustee for the benefit of all persons, who are or become its servants, employees or agents from time to time and all such persons shall to this extent be and be deemed to be parties to the agreement concerned.
23. Without prejudice to condition 3, the Company shall have the right to enforce any liability of the customer under these conditions or to recover any sums to be paid by the customer under these conditions not only against or from the customer, but also if it thinks fit against or from the senders and/or owners and/or consignees of the goods.
24. All agreements between the Company and its customers shall be governed by Australian Law and within the exclusive jurisdiction of the Australian Court.
25. Notwithstanding anything contained herein, the Company shall not under any circumstances be liable for loss or damage resulting from fire, water, explosion or theft, whether caused by negligence of the Company's servants or otherwise.
26. The Company shall not under any circumstances be liable for loss or damage resulting from or attributable to any quotation, statement, representation or information whether oral or in writing howsoever, wheresoever or to whomsoever made, or given by or on behalf of the Company or by any servant, employee or agent of the Company as to the classification of or the liability for amount, scale or rate of customs duty, excise duty or other impost or tax applicable to any goods or property whatsoever. The Company does not accept responsibility in relation to any decision made or action taken or liability incurred on the basis of any such quotation, statement, representation or information.
27. In the event of unexplained loss of goods in the custody of the Company, the liability of the Company shall not exceed the limits defined in clause 13 of these conditions.
28. The use of a customer's own form shall in no way derogate from these conditions, the whole of which notwithstanding anything contained in any such form, constitute terms of the agreement so entered into. Any provision in any such form, which is contrary to any provision of these conditions, shall to the extent of such inconsistency be inapplicable.
29. **IMPOR**
The conditions of carriage as contained in the Company's House Bill of Lading and House Air Waybill, or as contained in the Bill of Lading or Air Waybill issued to the Company by the carrier concerned, shall bind customers and govern the relationship between the issuer of the Bill of Lading or Air Waybill, the Company and the customer up to the arrival of the cargo at the Australian seaport or airport of destination. At all other times these Standard Trading Conditions shall apply.
30. **EXPORT**
The conditions of carriage contained in the Company's House Bill of Lading or House Air Waybill shall govern the relationship between the Company and the customer up to the arrival at the overseas seaport or airport of destination. At all other times these Standard Trading Conditions shall apply.
31. **NOTICE OF LOSS OR DAMAGE**
The carrier shall be deemed prima facie to have delivered the goods as described, unless notice of loss of, or damage to the goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the goods into the custody of the person entitled to delivery thereof, or, if the loss or damage is not apparent, within three consecutive days thereafter.
32. **TIME BAR**
The Carrier shall be discharged of all liability unless suit is brought in the proper forum and written notice thereof received by the Carrier within six months after delivery of the goods or the date when the goods should have been delivered. In the event that such time period shall be found contrary to any Convention or law compulsorily applicable, the period described by such Convention or law shall then apply, but in that circumstance only.
33. The Customer undertakes that no claim or allegation shall be made against any person or vessel whatsoever, other than the Company, including, but not limited to, the Company's servants or agents, any independent contractor and his servants or agents, and all other by whom the whole or any part of the carriage, whether directly or indirectly is procured, performed, or undertaken, which imposes or attempts to impose upon any such person, or vessel any liability whatsoever in connection with the goods or the carriage; and if any claim or allegation should nevertheless be made to defend, indemnify and hold harmless the Company against all consequences thereof. Without prejudice to the foregoing, every such person and vessel shall have the benefit of all provisions herein benefiting the Company as if such provisions were expressly for his benefit and in entering into this contract, the Company, to the extent of these provisions, does so not only of his own behalf, but also as the agent or trustees for such persons and vessels, and such persons and vessels shall to this extent be or be deemed to be party to this Contract.
34. The customer agrees to comply with the terms of the Service Provider and payment of goods or service shall be made by the Customer to the Service Provider at the agreed term. It is agreed that if the customer does not make payment within the period specified herein then the service Provider shall have the right to impose a default charge of 0.06% per day to any amount outstanding for more than thirty (30) days from the date of the statement. Non-payment for any or all services by the due date will be considered by the Company to be a breach of the terms of sale and in, addition to any other rights this Company may have, the Company may undertake to:
- cancel the customer's right to operate a commercial credit account with the Company
 - proceed with legal action for the recovery of non-payment by the customer
 - add to the unpaid amount any Commercial Agent's or Solicitor's expenses incurred, or to be incurred on a solicitor / client basis as a consequence of actions taken by the Company to recover non-payment by the Customer.
- The customer undertakes to pay all Bank Charges incurred by the Company in respect of any cheques not met upon first presentation to the Bank.
35. The proper law of all contracts arising between the Service Provider and the Customer is the law of the State of Victoria, Australia, and the parties agree that all claims and disputes relating to the services sold shall be determined in the Court of competent jurisdiction nearest Melbourne, Victoria, Australia.
36. In addition to and without prejudice to the foregoing conditions the customer undertakes that it shall in any event indemnify the Company against all liabilities suffered or incurred by the Company arising directly or indirectly from or in connection with the customer's instructions or their implementation or the goods (including containers), and in particular the customer shall indemnify the Company in respect of any liability it may be under to any servant, agent or sub-contractor, or any haulier, carrier, warehouseman, or other person whatsoever at any time involved with the goods.
37. The Company reserves the right to charge default fees for the late payment and recovery costs for the solicitors fees.