STANDARD TERMS AND CONDITIONS OF CONTRACT

These terms and conditions (Conditions) must be read having regard to the provisions of the Competition and Consumer Act 2010. These Conditions do not have the effect of excluding, restricting or modifying rights under that Act which cannot be excluded, restricted or modified by agreement.

1. In these Conditions:
   (a) Company means Axima Pty Ltd.
   (b) Goods include the goods and containers, packaging or pallets as the context requires.
   (c) GST means the Goods and services tax imposed by or under a GST Law
   (d) GST Law means the same as in A New Tax System (Goods and Services Tax) Act 1999.
   (e) Invoice means the tax invoice under the GST Law.
   (f) Services means the whole of the operations undertaken by the Company in respect of the Goods
   (g) Subcontractor includes 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.
   (h) Supply means the same as in the GST Law.
   (i) Taxable Supply means any Supply under these Conditions in respect of which the Company is or may become liable to pay GST.
2. (a) All and any business undertaken by the Company is transacted subject to these Conditions 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. The Company is not a common carrier and shall accept no liability as such;
   (b) The Company in its sole and absolute discretion may refuse to deal with any Goods without assigning any reason therefore.
3. Any instructions given to the Company may in the absolute discretion of the Company be complied with by the Company as agent for the customer as disclosed principal or by the Company as principal contractor 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 they 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 liability and indemnify the Company against any claims arising out of their acceptance.
4. 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 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 so to do.
5. Subject to express instructions in writing given by the customer and by the Company, the Company reserves to itself complete freedom of choice of means route and procedure to be followed in but not limited to, the handling, transportation, storage and packing of Goods. If in the Company's opinion it is necessary or desirable in the customer's interests to depart from any express instructions, the Company shall be at liberty to do so.
6. Except where the Company is instructed in writing to pack the Goods the customer warrants that all Goods have been properly and sufficiently packed and/or prepared.
7. The Company is entitled to retain and be paid all brokerages commissions, allowances and other remunerations retained by or paid to Ship Forwarding Agents (or Freight Forwarders) and Insurance Brokers.
8. 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, warehousing, insurance premiums or other charges applicable to the Goods,

quotations and charges shall be subject to revision accordingly with or without notice.

9. 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 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, wilful act or omission.
10. When Goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person the customer shall remain responsible for the same if they are not paid by such consignee or other person.
11. The Company's charges to the customers including storage charges and freight shall be deemed fully earned on receipt of the Goods by the Company and shall be paid and non-returnable in any event, cargo lost or not lost.
    (a) All unpaid charges shall be paid in full and without any offset, counterclaim or deduction.
    (b) The Company's charges including freight have been calculated on the basis of particulars furnished by, or on behalf of the customer. The Company may at any time open any container or any other package or unit in order to re-weigh, re-measure or re-value the contents and if the particulars furnished by or on behalf of the customer are incorrect, it is agreed that any difference between the correct freight and the freight charged, shall be payable as liquidated damages to the Company.
12. No insurance will be effected except upon express instructions as to the risks to be insured against and the value or values to be declared in writing by the customer and all insurances effected by the Company 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.
13. The Company shall not be liable:
    (a) for loss of or damage to Goods for any reason whatsoever including without limiting the foregoing the negligence or breach of contract or wilful act or default of the Company or others or the conversion or misappropriation of the Goods by the Company's servants, agents or Subcontractors;
    (b) for any delay in delivery, forwarding or transit or failure to deliver Goods, any deterioration, contamination, evaporation or any consequential loss or loss of market however caused;
    (c) for failure to follow instructions given to it by or on behalf of the customer whether or not such failure is wilful;
    (d) for any damage or expense arising from or in any way connected with marks, numbers, brands, contents, quality or description of any Goods;
    (e) for loss or damage resulting from fire, water, explosion or theft whether caused by negligence of the Company's servants or otherwise;
    (f) to the customer for any loss, damage, additional costs, penalties or other liabilities arising or resulting from any statement, information, forecast, prediction or advice made or given, whether negligently or otherwise, in relation to the liability of the customer to pay any customs duty in relation to the Goods or as to the particular tariff or classification.
14. All rights, immunities and limitations of liability contained herein shall continue to have their full force and effect in all circumstances notwithstanding any breach of any term or condition hereof or any collateral agreement, including fundamental breach thereof.
15. Liability of the Company arising out of any one incident whether or not there has been any declaration of value of the Goods, for breach of warranty implied into these terms and conditions by the Competition and Consumer Act 2010 or howsoever arising, is limited to any of the following as determined by the Company:

(a) the supplying of the Services again; or

(b) the payment of the cost of having the Services supplied again; or

(c) the lesser of A$200.00 for loss of or damage to any such Goods, packages or units or A$2.00 per kilogram of the gross weight for loss of or damage to any such Goods, packages or units orA$20.00 per package or unit lost or damaged.

For the purposes of this clause, the word "package" shall include the contents even if particulars have been provided or incorporated in any document of the Company.

16. The Company shall be discharged of all liability unless suit is brought in a forum having jurisdiction to hear and determine the dispute within six months after the date the Goods were lost or damaged, or delivery of the Goods or the date when the Goods should have been delivered.

17. 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.

18. 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 and payment or tender of the net proceeds of any sale after deduction of charges shall be equivalent to delivery. The customer shall pay all charges and expenses arising in connection with the sale or disposal of the Goods.

19. 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 consignee 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 address which the customer gave to the Company on delivery of the Goods. The customer shall pay all charges and expenses arising in connection with the sale or return of the Goods. 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 that fact.

20. 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. If a person delivers such Goods to the Company or causes the Company to handle or deal with any such Goods (except under special arrangements previously made in writing) the customer, owners and consignees and their agents shall be liable for all loss or damage caused thereby and shall jointly and severally 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 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 cartage by road or rail in the States and Territories of Australia.

21. 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 whatever for any such Goods except under special arrangements previously made in writing.

22. 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.

23. 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 of other moneys due from the customer, the senders, owners or consignee to the Company. If any moneys due to the Company are not paid within 14 days 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 and the Company's expenses.

24.(a) By entering into any agreement to which these Conditions apply, the customer on his own

behalf and as agent of the owner, sender and 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 tortuous liability of any kind;

(b) The offer 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 purposes 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.

25. 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, 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 arising out of any claim made directly or indirectly against any such party by the customer or by any sender, consignee or owner of the Goods or by any person interested in the Goods or by any other person whatsoever.

26. Without prejudice to any other condition, 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 sender and/or owners and/or consignees of the Goods.

27. The use of a customer's own form shall in no way derogate from these Conditions the whole of which shall, 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.

28. The Goods shall be deemed to have been delivered as described unless notice of loss or of damage to the Goods indicating the general nature of such loss or damage shall have been given in writing to the Company or to its representative at the place of delivery before or at the time of removal of the Goods by a representative of the person entitled to delivery thereof or if the loss or damage be not apparent within three consecutive days thereafter.

29. No agent or employee of the Company has the Company's authority to alter or vary these conditions.

30. All the rights, immunities and exemptions from liability in these Conditions shall continue to have their full force and affect in all circumstances and notwithstanding any breach of this contract or of any of these Conditions by the Company or any other person entitled to the benefit of such provisions and irrespective of whether such may constitute a fundamental breach of contract or a breach of a fundamental term. It is agreed that if any provision or

any part of any provision in these Conditions is unenforceable such enforceability shall not affect any other provision or any other part of such provision.

31. (a) If the Company is affected, or likely to be affected, by a Force Majeure Event, the Company must immediately give the other prompt notice of that fact including:

(i) full particulars of the Force Majeure Event;

(ii) an estimate of its likely duration;

(iii) the obligations affected by it and the extent of its effect on those obligations; and

(iv) the steps taken to rectify it; and the obligations under this document of the Company are suspended to the extent to which they are affected by the relevant Force Majeure Event as long as the Force Majeure Event continues.

(b) If the Company claims a Force Majeure Event it must use its best endeavours to remove, overcome or minimise the effects of that Force Majeure Event as quickly as possible.

However, this does not require the Company to settle any industrial dispute in any way it does not want to.

32. Unless otherwise stated, all charges quoted are exclusive of GST. If a taxable supply arises in connection with these Conditions, then provided the supplier has first issued a Invoice, the recipient of the taxable supply will in addition to any other payment due under these Conditions offer pay to the supplier that amount of GST, with payment due on receipt of the Invoice.
33. All agreements between the Company and its customers shall be governed by Victorian Law and are within the exclusive jurisdiction of the Victorian Court in Australia.