

OCEAN SKY EXPRESS PTY LTD T/A YOUFR8
TERMS AND CONDITIONS OF SERVICE ORDER

I. Definitions

- 1.1 'The Company' means Ocean Sky Express Pty Ltd (ABN 74163843221) T/A YouFR8 and (unless the context otherwise required) includes its servants, employees, agents, representative, contractors, sub-contractors and any persons carrying or otherwise holding or storing the goods for it however under any contracts or sub-contracts with it, including but not limited to any carriers, hauliers, warehousemen and or forwarders whether in Australia or elsewhere.
- 1.2 'The Customer' means the person specified on the face hereof and shall include any agent of such Customer.
- 1.3 'Goods' means, goods, articles, chattels and or other properties or merchandises of whatsoever nature, form and description specified in, referred to or forming the subject of the Order.
- 1.4 'Carrier' means any carrier by land, sea or air including but not limited to any ship owners or operators, lightermen, road hauliers, operators of canal or land or transport of any type, railways or aircraft or others and (unless the context otherwise required) includes all servants, agents, representatives and sub-contractors of such carrier or carriers and the warehousemen and or forwarding agents engaged by such carrier or carriers.
- 1.5 'Local Transaction' means any transaction involving the moving of goods from one location to another location in Australia.
- 1.6 'Order' means the Service order set out on the face hereof.
- 1.7 'Overseas Transaction' means any transaction involving the sending of goods abroad from Australia.
- 1.8 Unless the context otherwise permits, in these conditions, the plural shall include the singular and vice versa. Unless otherwise stated, these conditions apply to both local and overseas transactions.

2. The Company's Obligations

- 2.1 These terms and conditions supersede any other terms or conditions appearing in the Company's catalogues, sales literature or elsewhere, and shall override and exclude any other warranties, terms or conditions stipulated or incorporated or referred to by the Company or the Customer, whether in any order or negotiations, or any course of dealing established between the Company and the Customer, or whether statutory or otherwise. No contract for the transportation and delivery of goods shall be concluded until both the Company and the Customer have signed the Order. No modification of these terms and conditions shall be effective unless made in writing between the Company and the Customer annexed hereto.
- 2.2 The Goods are only accepted subject to these Conditions and to the contracts, terms, conditions and regulations of any carrier and or sub-contractors engaged by the Company to carry out the transaction or any persons, companies or authorities into whose possession the goods may pass whether the Customer has any notice (whether actual or constructive) or the same provided always that if there is any conflict between any of all of them and these Conditions, these Conditions shall prevail.
- 2.3 In relation to all overseas transactions the Company is only acting as a forwarding agent and not a carrier (whether common or private).
- 2.3.1 Subject to these Conditions the Company's obligations and duties in any overseas transaction shall be restricted solely to the following and the Company shall be conclusively deemed to have discharged properly and fully all its obligations and duties to the Customer upon the performance of such of the following as may be required under the Order—
- The packing of such of the goods as requested by the Customer at the agreed time and place as quoted;
 - taking delivery of the goods at the agreed time and place in Australia and sending the same to the carrier in Australia engaged for the carriage of the goods from Australia;
 - in the event of the goods not being immediately delivered to the carrier) the storage of the goods at the Customer's sole risk and expense at such place and in such manner as the time of taking delivery of the same from the Customer to the time of delivery of the same to the carrier; and
 - the making of arrangements with and the payment of such carriers as the Company shall deem fit for the delivery of the goods to the destination stated in the Order.

In relation to all local transactions, the Company is only a private carrier and not a common carrier.

Subject to these Conditions, the Company's obligations and duties in any local transaction shall be restricted solely to the following and the Company shall be conclusively deemed to have discharged properly and fully all its obligations and duties to the Customer under the Order upon the performance of such of the following as may be required under the Order.

- packing of such of the goods as requested by the Customer at the agreed time and place as quoted; and
 - taking delivery of the goods at the agreed time and place and carrying the same to the destination stated in the Contract.
- For the avoidance of doubt, in addition and without prejudice to any other provisions herein, the Customer agrees that: -
- Once the goods are delivered to and received by the carrier (or if more than one carrier is involved, the first) in Australia engaged in the transportation of the goods, the Company's responsibility and or liabilities in relation to the goods and their delivery or carriage shall be absolutely and conclusively discharged.
 - Any goods contracted to be forwarded by the Company shall be forwarded at the Customer's sole risk and expense.
 - The Company shall not be liable and responsible (whether in contract or in tort)
 - for the choice or the taking of any route of transportation of the goods, whether by the Company or by any carrier. Any advice by the Company to the Customer of the route is for reference only and is subject to change without prior notice and the Company shall not be liable or responsible however (whether in contract or in tort) for any deviation departure and or variation there of and/or
 - for the loading, unloading, storage (whether on or under deck), shipment, transhipment, re-shipment and or storage (save as expressly provided herein) of the goods howsoever and or for any damage or loss caused to the goods thereby.
 - The goods may be discharged at any place or port, including the port of loading for transhipment and may be transhipped loaded or stored either on shore or afloat and may be reshipped or forwarded by any manner of conveyance whatsoever by water, land or air or otherwise howsoever. If it appears to the Company at any time that the goods or any part thereof cannot safely or properly be carried further either at all or without the incurring additional expense or the taking of any measures in relation to the goods or any part thereof, the Company may without any prior notice to the Customer, authorise the taking of any measures and or give any direction to the carrier and incur any reasonable additional expenses for the carriage or continuing carriage of the goods, and or abandon or store or cause to be abandoned or stored the goods at any place ashore or a float under cover or in the open and such abandonment or storage shall be deemed to constitute due and proper delivery under the Order. The Customer shall indemnify the Company against and reimburse to the Company or demand any expenses incurred pursuant to this Condition.
 - The goods are subject to inspections by Customs and governmental authorities at the place and ports of transhipment at any time whatsoever.
 - The Company does not undertake, warrant or represent that the goods shall arrive at the port of discharge or place of delivery at any particular time or will meet any particular market and the Company shall under no circumstances be liable or responsible for any loss or damage to the Customer whether direct, indirect and or consequential (whether by profit or otherwise) as a result of any delay, delay in delivery, mis-delivery and or non-delivery of the goods.
 - Any advice by the Company to the Customer of the shipping date, arrival date, time of loading and or any other time in relation to the delivery carriage and or dispatch of the goods is an estimate and for reference only and is subject to change without prior notice and it shall be the Customer's sole liability and responsibility to confirm and ascertain with the carrier concerned direct as to such times and to make appropriate arrangements to take delivery as required.

- 2.4 In addition and without prejudice to any other provisions herein, the customer hereby agrees that if there are any unforeseen circumstances which in the opinion of the Company render the carrying of the goods more difficult or impracticable including but not limited to the suspension of lift service at the place of taking delivery or the destination state in the Order and on the accessibility or unforeseen hindrance of access to either of such places or the unavailability of parking or accident and or variation of the place of taking delivery of the goods or the physical inability to move in any of the goods, the Company shall be entitled to suspend its performance of the Order or any part thereof to such other time as the Company shall in its sole and absolute discretion deem fit and if necessary store or keep or warehouse the goods or any part thereof at such place and in such manner as the Company shall in its absolute discretion deem fit (without prior notice to the Customer) at the Customer's sole risk and expense. Further, in such event, any additional costs therefor shall be borne by the Customer.

3. The Customer's Undertaking

- 3.1 The Customer acknowledges that except pursuant to special arrangements previously made in writing between the Customer and the Company, the Company will not accept for the purposes of any Order, noxious, dangerous, hazardous, inflammable or explosive goods nor any goods likely in the absolute opinion of the Company to cause danger or damage or threat to any other party, animal, person or property, nor any goods which are illegal or unlawful (under "Dangerous Goods"). The Customer warrants and represent to the company that any goods delivered to the Company by the Customer or made available for collection by the Company pursuant hereto are not and do not include Dangerous Goods. The Customer shall be liable and responsible for all loss or damage caused by any of the Dangerous Goods and shall fully indemnify the Company against all penalties, claims, damages, cost and expenses (including legal costs and expenses) whatsoever caused wholly or in part by such goods. Any Dangerous Goods may be destroyed or otherwise dealt with or disposed of at the sole and absolute discretion of the Company or any other party in whose possession the Dangerous Goods may be at the relevant time and the Customer shall have no claim whatsoever against the Company or any person so destroying, disposing of or dealing with the goods.
- 3.2 The Customer shall be solely liable and responsible for the accuracy of all and any information supplied to the Company including but not limited to any particulars of the goods, and the address and name of the recipient of the goods. Further, the Customer hereby warrants and represents that all relevant information in relation to the goods has been supplied to the Company including but not limited to any nature and or condition of the goods which may or will require special handling care. The Company shall not be liable or responsible for any loss or damage to the goods as a result of any breach of this Condition by the Customer and the Customer shall reimburse and indemnify the Company or demand against any damage, loss, claims, liabilities and or additional expenses which the Company may suffer, sustain or incur as a result of any such breach. For the avoidance of doubt, the Customer hereby expressly agrees that he Company shall not be under any duty to check or verify any information provided by the Customer.
- 3.3 If any goods cannot be delivered because they are insufficiently or incorrectly addressed or marked or because they are not collected or accepted by the Customer or the Customer's designated recipient or if the destination stated in the Order is not accessible for the delivery of the goods thereon, then such goods may be stored by the Company at the Customer's own risk and expense and if the goods remain undelivered or uncollected for whatsoever reason for a period of twenty one days or more the Company shall be entitled in its sole and absolute discretion without any prior notice to or consultation with the Customer either to sell such goods at the Customer's own risk and expense and to return the goods at the Customer's own risk and expense. Any sale under this paragraph may be conducted by private treaty or by public auction, in such manner as such time and for such price as the Company shall in its sole and absolute discretion deem fit and whether with or without advertisement and the Company shall not be liable or responsible for any loss or damages to the Customer as a result thereof. All charges and expense arising in connection with the storage sale or return of the goods shall be paid by the Customer to the Company or demand. A communication from any agent or correspondent of the Company to the effect that the goods cannot be delivered or are uncollected for any reason shall be conclusive and final evidence of that fact for the avoidance of doubt, the Company in exercising the powers under this condition is to be deemed to the Customer's agent, and the Company can act as the Customer's agent either in its own name or in the name of the Customer.
- 3.4 The Customer shall be solely liable and responsible for any customs or other declaration relating to the goods and the Company shall not be liable or responsible (whether in tort or in contract) to advise on or check the same and or any loss or damage arising from or as a result of any error or omission thereof.
- 3.5 The Customer shall make all necessary arrangements (a) for the goods to be available and ready for packing and taking delivery by the Company at the agreed time and (b) for the goods to be received upon arrival at the destination stated in the Order and the Customer shall be liable and responsible for and shall indemnify the Company against all loss, damages and or additional expenses incurred by the Company due to any delay or failure of the Customer in so doing.
- 3.6 The Company shall not be liable or responsible for the packing of the goods nor shall the Company have any duty to check or advise on the packing, if any, of the goods as packed by the Customer or any third party.
- 3.7 In the absence of written notice to the contrary given by the Customer to the Company prior to the time of taking delivery of the goods by the Company, the Customer by delivery of the goods to the Company warrants and represent that the goods are fit to be carried or stored in the condition in which they are delivered or made available to the Company.
- 3.8 If the Customer declares the goods as household goods or personal effects, the Customer shall be deemed to warrant and represent by so doing that the goods are of no commercial value, are not for sale at the destination and only for the exclusive personal use of the Customer.
- 3.9 The Customer will comply and will ensure the compliance with all regulations or requirement (if any) of the Customs, governmental, port and other authorities relating to the transportation of the goods, and shall bear and pay (and shall fully indemnify the Company in respect of) all duties, taxes, fines, imposts expenses or losses incurred or suffered pursuant thereto or by reason of any information or description of the goods proving incorrect or insufficient or the goods being illegal or Dangerous Goods.
- 3.10 unless otherwise expressly agreed in writing by the Company, the Customer shall be solely liable and responsible (at the Customer's own cost and expense) for the insurance of the goods to the extent that the Company shall not be liable or responsible however for insuring the goods and nor for the giving of any advice for the insurance of the goods in the event any insurance is requested by the Customer to be effected through or by the Company and the Company agrees so to do:
- insurance shall be subject to the usual exceptions and conditions of such type of insurance accepted by the insurer or underwriter engaged and the Customer shall be conclusively deemed to have full knowledge thereof and the Company shall not be liable or responsible (whether in tort or in contract) for the insurer or underwriter or the type of insurance chosen and or recommended and or the risks covered or omitted to be covered;
 - any request to effect insurance by the Customer (whether oral or in writing) once accepted by the Company shall be binding on the Customer and the Company's record thereof shall be conclusive.
- 3.11 he Company shall not be liable or responsible in any way (whether in tort or in contract) for any accident to, or delay in delivery of the goods, misdelivery, mishandling of the goods howsoever caused nor for any other loss or damage whatsoever to the goods in the course of transportation, storage or deliver whether direct, indirect or consequential (including for the avoidance of doubt, loss or profit).
- 3.12 Without prejudice to any of the provisions of these Conditions, the Customer undertakes that the Customer will at all times fully indemnify the Company on demand against all liability, loss and damage suffered or incurred (including personal injury) by the Company as a result of (whether direct or indirect) the performance of its duties under the Order.

4. Sub-Contracting

- 4.1 The Company shall be entitled to contract or sub-contract on any terms and in such manner the whole or any part of its duties under the Order.
- 4.2 The Company shall not be liable or responsible in any way (whether in tort or in contract) for any act, omission, default, delay, breach of the Contract and/or neglect (howsoever arising whether willful, negligent or otherwise) of any of its contractors, sub-contractors, carriers, warehousemen, agents and/or any other person howsoever

engaged or involved in the carriage, delivery and or storage of the goods, nor for any misdelivery or mishandling of or damage or loss of or accident, the goods caused by any such party.

- 4.3 The Company shall not be liable or responsible in any way (whether in tort or in contract) for any choice or nomination of any agent, contractor, sub-contractor, carrier, warehousemen and/or any others in connection with the carriage storage or delivery of the goods. Further, any such choice or nomination is subject to change by the Company without prior notice to the Customer.
- 4.4 For the avoidance of doubt, the Company shall in no event be liable in any way, or for any loss or damage to any of the goods for which its agents, contractors or sub-contractors or the carriers, warehousemen or others in whose possession the goods were at the time of such loss or damage occurring, are not themselves liable or responsible.
- 4.5 The Customer undertakes that no claim shall be made against any agent representative, servant, contractor, sub-contractor or carrier, or warehousemen of the Company which imposes or attempts to impose upon any of them any liability and responsibility whatsoever relating to the goods, and if any such claim or allegation should nevertheless be made, to indemnify the Company against all consequence thereof.
- 4.6 Without prejudice to any of the provisions of these Conditions, every servant, employee, agent, representative, contractor, sub-contractor, of the Company and any persons carrying or otherwise holding or storing the goods howsoever under any contracts or sub-contracts with it including but not limited to any carriers, hauliers, warehousemen and or forwarders whether in Australia or elsewhere shall have the benefit of all provisions herein benefitting the Company, which as the context may require, shall be deemed to be the trustee of the benefit of such provisions of such parties.
- 4.7 The expression "sub-contractor" in this Clause includes direct and indirect sub-contractors including their respective agents, representatives and servants.

5. Payment of Charges, Quotation etc.

- 5.1 All charges due by the Customer hereunder shall be paid by the Customer upon presentation of an invoice from the Company in full and without any deduction, set off and/or withholding whatsoever including without limitations to the generality of the foregoing whether or not the goods have been lost or damaged. Any sum not paid on its due date shall bear interest at the rate of two percent per month from that date to the date of actual payment (whether before or after judgment). Without prejudice to any right conferred on the Company by these Conditions or by the general law the Company shall be entitled to withhold and not release the goods to the Customer until all outstanding charges (including but not limited to any additional interest, storage charges and/or other extra charges or expenses in relation to the goods prior to taking delivery) due to the Company are paid in full.
- 5.1.2 In the event of any retention of goods as provided in 5.1.1, above the Company shall be entitled to store or otherwise warehouse the goods in such manner and at such place as the Company shall in its sole and absolute discretion deem fit at the Customer's own expense and risk provided always that the Company is not under any duty to insure the goods whether at the Customer's own expense or otherwise and the Company shall not in any way be liable or responsible for any loss deterioration and/or perishing of the goods during such retention.
- 5.2 In addition and without prejudice to any other rights the Company shall have a lien on the goods for any amount due under the Order and for all sums due but unpaid to the Company by the Customer and whether in respect of the forwarding or carriage of the Goods pursuant to this Order or other goods or for charges or cost payable by the Customer and for any cost for the recovery of the same (on a full indemnity basis), and if the Customer shall fail to make full payment of all charges due (including but not limited to any interest accrued and costs incurred in recovering the unpaid charges) within seven days of the date on which payment are due, the Company shall be entitled to sell the goods at such, in public auction without any advance or prior notice to the Customer and whether with or without any advertisement, as the Company may in its absolute discretion determine. If on the sale of the goods, the proceeds shall fail to cover the amounts due and the costs and expenses incurred in such sale and storage of the goods in full, the Company shall be entitled to recover the deficit from the Customer. The Company shall not be liable or responsible for any loss and/or damage to the Customer as a result of any sale or storage of the goods under these Conditions.
- 5.3 The Company is entitled to receive and retain all brokerages, commissions, rebate, allowance and other remuneration's customarily received from or paid by Air Lines, Insurance Brokers and Forwarding and Shipping Agents, or other similar agencies or companies or persons in respect of the delivery, storing and or quipping of the goods and shall not be required to give any credit or otherwise account to the Customer in respect thereof.
- 5.4 Quotations will only be valid for acceptance for a period of thirty days from the date thereof provided that notwithstanding the foregoing if any changes occur in the rates of exchange between the Australian Dollar and any other currency, or of freight, insurance premium or other charges applicable to the transport of the goods, quotations and charges shall be subject to revisions accordingly with or without any advance or prior notice.
- 5.5 Without prejudice to any other provisions of these Conditions the Company shall be entitled at its sole and absolute discretion to increase or revise the price quoted at any time, whether before or after the acceptance of such quotation.
- 5.6 Unless the Company otherwise agrees in writing, the following services are not included in the services to be rendered by the Company to the Customer pursuant to any Order and in the event that the Company is to provide any of the under noted services as additional services will be charged by the Company to the Customer: -
- assembling and or dismantling furniture, fixtures, installations, machines and/or any other equipment, appliances and/or instruments;
 - payment of customs duties, taxes, VAT, etc.;
 - delivery by staircase due to absence of or inadequate lift service at the destination state in the Order;
 - payment of demurrage and container rental charges;
 - insurance during the storage;
 - insurance of any warehouse, overtime, storage and rental charges;
 - hoisting of the goods for delivery at an upper floor of a building;
 - handling charges in and out of storage facilities;
 - the consequence of liability to contact or communicate with the Customer due to late receipt of documents, advice, incorrect or incomplete information supplied or when the Customer is away or not otherwise at the destination;
 - working after normal office hours and during Saturdays, Sundays or Public Holidays unless previously agreed by the Company in writing;
 - unpacking of the goods at the place of delivery on a different day when the delivery of the goods has been made before noon or on a certain date unless previously agreed by the Company in writing;
 - delivery to a designated place within a radius of thirty miles from the place or port of entry of discharge;
 - disconnection and connection of air-conditioners, lighting fixtures and electrical appliances, glasses, etc.;
 - delivery to a place of destination other than that stated in the Order, whether this new destination be within or outside the place, town, city or district as that state in the Order.

- 5.7 For any overseas transaction all "Cash on Delivery" shipments are subject to such additional service charges as the Company may from time to time announce. (Subject to such additional sums due for foreign exchange controls at the designated place the present charges is three percent on the billing amount or Australian Dollars eighty (AUD\$80.00) per shipment whichever is the higher.

6. Claims and Disputes

- 6.1 Any dispute which may arise in relation to any invoices or items separately charged by the Company to the customer must be notified to the Company in writing by the Customer forthwith upon receipt of the relevant invoice. In the event that no such dispute is notified to the Company the relevant invoice shall be deemed to have been accepted by the Customer and shall be payable in accordance with the terms thereof.
- 6.2 Without prejudice to any other provision of these Conditions, any claim by the Customer (including but not limited to any short delivery, misdelivery, mishandling, loss or damage to the goods, delay, negligence and/or otherwise howsoever) must be submitted by the Customer in writing to and actually received by the Company within seven days of the receipt of the goods (or in case of total non-delivery or loss within seven calendar days of the expected arrival date advised by the Company to the Customer) and if the Customer shall fail to do so, the Company's liabilities and responsibility shall be deemed absolutely discharged and the Customer shall be deemed to have conclusively and irrevocably waived and released the Company from all claims in respect of the Order.
- 6.3 Any claim against the Company must be in writing and with full particulars and supported by an inventory and any other evidence or documents required by the Company.
- 6.4 Without prejudice to the other provisions of these Conditions the customer agrees that the Company's liability under the Order shall under no circumstances exceed twenty Australian cents (AUD\$0.20) only per kilogram of the gross weight of the goods lost or damaged irrespective of the declared value of the goods by the Customer and the maximum compensation from the Company shall not exceed One thousand Australian Dollars (AUD\$1,000.00) per shipment.

7. Liabilities and Responsibilities of the Company.

The following provision shall be in addition and without prejudice to any other provision thereof: -

- 7.1 The Company shall not under any circumstances be liable or responsible for any loss or damage arising or resulting from loss of market or profit or otherwise attribute to any delay in forwarding or in transit or failure (whether willful or negligent) to carry out the instructions given to the Company.
- 7.2 The Company shall not under any circumstances be liable or responsible for any loss or damage resulting from or attributable to any quotation statement representation or information whether oral or in writing whatsoever or to whomsoever made or given by or on behalf of the Company as the classification of or the liability and responsibility for the amount scale or rate of customs duty, excise duty or other import or tax applicable to any of the goods.
- 7.3 Any commitments in writing or otherwise made by any contractors or sub-contractors on behalf of the Company are invalid unless duly verified in writing by an authorised member of personnel of the Company.
- 7.4 The Company shall not be liable or responsible for any loss or damage to the Customer howsoever arising out of or as a result of any one or more of the following:
- the wrongful act or mission or neglect of the Customer;
 - any inherent vice or defect of the goods;
 - any condition of the goods;
 - strike, lock-out and/or civil commotion;
 - late and/or delayed arrivals and/or loading of ships, airplane or other means of carriage employed;
 - confiscation or extermination by any Customs of the goods due to the presence of prohibited packing materials and/or vermin;
 - act of God;
 - when the goods are not in the actual and physical custody of the Company;
 - inaccuracy of and description, values and other particulars furnished to the Company;
 - any course or event which the Company could not avoid and the consequence whereof the Company could not prevent by the exercise of reasonable diligence.
- 7.5 Insurance cover is subject to payment of the premium and does not apply on this shipment unless the valued inventory form has been completed by the customer and accepted by the company. If storage of the shipment is required at origin or destination a special extension of cover is required and it is the customers responsibility to notify the company of intent to store goods. Storage extension cover may be rejected if goods are stored in an unauthorised location.

Miscellaneous

8. This contract shall be governed by and construed in accordance with the laws of Australia and the Customer hereby irrevocably submits to the jurisdiction of the Australian Courts, but the Company reserves the absolute right to enforce this contract in the Courts of any other convenient jurisdiction.
9. Any notice required to be given by the Company to the Customer shall be deemed to be effectively given if in writing by leaving the same at the address given by the Customer to the Company. Any advice by telephone or otherwise received (including any telephone message left at the telephone number given by the Customer) shall also be binding on the Customer.
10. No claim or right of the Company under or pursuant to this Order shall be treated as waived or renounced whether in whole or in part unless the waiver or renunciation of such claim or right is acknowledged and confirmed in writing by the Company.