

## STANDARD TRADING CONDITIONS

**Company Name:** Seastar Logistics (AUST) Pty Ltd

**ABN:** 52 679 875 622

**1. DEFINITIONS AND STATUS** (a) "Company" shall mean **Seastar Logistics (AUST) Pty Ltd**, its employees, agents, and subcontractors.

(b) The Company is **not a Common Carrier** and accepts no liability as such. All services are provided subject to these conditions. (c) "Customer" includes the sender, shipper, receiver, and owner of the Goods.

**2. PERFORMANCE OF SERVICES** (a) The Customer authorises the Company to select the methods, routes, and agents for the storage, handling, and transportation of Goods.

(b) The Company is authorised to act as the Customer's agent to Link Master and House Bills (Cargo Reporting) and to enter contracts with third parties (carriers, stevedores) on the Customer's behalf.

**3. CUSTOMER'S WARRANTIES & INDEMNITIES** The Customer warrants that: (a) Information provided for Customs/ICS entry (including weight, description, and value) is true and correct.

(b) The Goods are safe and properly packed in compliance with all Australian laws and international conventions.

(c) The Customer shall **indemnify** the Company against all penalties, taxes, and damages arising from a breach of these warranties, including fines imposed by the **Australian Border Force (ABF)** for late or inaccurate Cargo Reporting.

**4. QUOTATIONS AND CHARGES** (a) Quotations are valid for [30] days unless otherwise stated and are subject to fluctuations in exchange rates and carrier surcharges.

(b) All fees are payable without set off or deduction. **Interest** may be charged on any overdue accounts.

**5. LIEN** The Company shall have a **particular and general lien** on the Goods and any associated documents for all sums due to the Company. The Company has the right to sell the Goods by public auction or private treaty at the Customer's expense to recover unpaid debts.

**6. LIMITATION OF LIABILITY & INSURANCE** (a) To the extent permitted by the *Australian Consumer Law*, the Company's liability is limited to either re-supplying the services or paying the cost of re-supplying the services.

(b) The Company is **not liable** for any consequential loss, loss of profit, or delay.

(c) **Insurance:** The Company does NOT insure the Goods. The Goods are handled and carried at "**Sole Risk of the Customer**". It is the Customer's responsibility to arrange Marine/Transit Insurance.

**7. DANGEROUS GOODS** The Customer must provide a full written declaration for Dangerous Goods. If such Goods pose a risk to property or life, the Company may abandon, destroy, or render them harmless at the Customer's expense without liability.

**8. FORCE MAJEURE** The Company shall not be liable for any failure to perform its obligations caused by strikes, government actions, pandemics, or any other cause beyond the Company's reasonable control.

**9. JURISDICTION** These conditions are governed by the laws of the State of Victoria] and the parties submit to the jurisdiction of the courts of that State.