AWGL TRADING TERMS AND CONDITIONS
THESE CONTRACTUAL CONDITIONS APPLY TO ALL SERVICES PROVIDED BY AUSTRALIAN WINNER GLOBAL LOGISTICS
All and any business undertaken by Australian Winner Global Logistics (here in after called "AWGL") is transacted subject to the conditions here in after set out, each of which shall be deemed to be incorporated in and to be a condition of any agreement between AWGL and its outsomers. These Trading Conditions including provisions entirely change, reduce or exclude rights that you ("the Customer") might otherwise have.

DEFINITIONS

DEFINITIONS

DEFINITIONS AND INTERPRETATION

1. DEFINITIONS.

In these Trading Conditions, the following defined terms will have the following defined meanings.

(1) ABN means the Australian Business Number of the Customer pursuant to the GST Law.

(2) ACS means the Australian Customs Service.

(3) Agreement means these Trading Conditions.

(4) AQIS means the Australian Guarantine Inspection Service.

(5) Assets means all assets, goods, documents and records of the Customer held by AWGL as part of the contractual terms and trading conditions for the appointment of AWGL, and include, without limitation, the Goods.

(6) ATO means the Australian Taxation Office.

(7) Authorisation means the appointment and authorisation of AWGL to act on behalf of the Customer on the terms and conditions of this Agreement.

(8) Authorised Signatory means the party who signs the Authorisation on behalf of the Customer on the terms and conditions of this Agreement.

(9) Business Day means any day that is not a Saturday or Sunday on which banks are open for general banking business in Melbourne.

(10) Carriage means vehicles and conveyances of all kind including acts in furtherance of an act of carriage by another or a specific means, whether by air, sea or land transport.

(11) Carriare means are for Custome Protects income unknown that the program of Customer Protects.

carriage by another or a specific means, whether by air, sea or land transport (11) Carrier means any party involved in the carriage of Goods whether by airfreight, seafreight or land transport (12) Company means as holder of Customs Brokers Licence number [] and the nominees, agents, subagents and employees of AWGL (13) Customer means the customer named in the Authorisation and will include all employees, officers, agents and contractors of the Customer (1901 (as amended), and any succeeding Legislation and any equalities and pursuant to the Customer (1901 (as amended), and any succeeding Legislation and any equalities made pursuant to the Customs Act (15) Customs Related Law has the same meaning as in Section 4 of the Customs Act (15) Customs Related Law has the same meaning as in Section 4 of the Customs Act (16) Dangerous Goods means cargo which is novous, hazardous, inflammable, explosive or offensive (including radioactive and may become liable to cause damage to any person or property whatsoever (17) Debts means all amounts owing by the Customer to AWGL on any account whatsoever (18) Fees means the fees charged by AWGL to the Customer under this or any other charged the contractors of the Customs and the same shall be contracted to the Services provided by AWGL to the Customer under this or any other charged the contractors of the co

Let reporting to the Customs Act or any Customs Related Law or as required by any pursuant to the Customs Act or any Customs Related Law or as required by any Customs Act 2001 (28) Related Body Corporate has the same meaning as under the Corporations Act 2001 (28) RSA means those State and Commonwealth Government Authorities in Australia responsible for road safety and the laws governing the carriage of goods by road (30) Services are the rights, benefits, privileges or facilities that are or are to be provided, granted or conferred under a contract for or in relation to the performance of work by AWGL for the Customer, to include, without limitation:

(a) to make any Reports, Entries and Dedarations required by any Government Authorities;

include, without limitation:

(a) to make any Reports, Entries and Declarations required by any Government Authorities;

(b) to quote the ABN as may be required under the GST Law;

(b) to quote the necessary information and complete all necessary occumentation and reports for the
purposes of any Government Authorities; and to enter into contracts with Sub-contractors on behalf of
the Customer to enable the carriage, import, export or transportation of the Goods.

(3) Standards means.

(a) Australian Standard ASINZS ISO 9001:2000 in relation to the operation of AWGL's business; and(b)
Australian Standard ASINZS 4001:2000 in relation to occupational health and safety in the provision of

the Services
(32) Sub-contractor means any third party appointed by AWGL to assist in the provision of the Services
(33) Supply means the same as in the GST Law
(34) Taxible Supply means any Supply under these Conditions in respect of which AWGL is or may become liable to pay GST
(35) Vessel means any vessel, vehicle or aircraft used to effect carriage of the Goods, whether by sea,

land or air.

2. INTERPRETATION

Z. IN LEMPRETATION (1) These Trading Conditions and any collateral agreements made by AWGL with the Customer wherever made shall be governed and construed according to the laws of the State of Australia in which this agreement is entered into and shall be subject to the exclusive jurisdiction of the Courts of the said State.

Initial generation is enterior into an ordinary and the exclusive jurisocioun of the Courts of the said State.

(2) If these Tracting Conditions are held to be subject to the laws of the Commonwealth of Australia or of any particular State or any other legislature then these conditions shall continue to apply and shall be void only to the extent that they are inconsistent with or repugnant to those laws and no further. (3) All the rights, immunities and initiations of islability contained herein shall continue to have their full force and effect in all the circumstances notwithstanding any breach of any term or condition hereof or any collateral agreement by AWGL and notwithstanding that the Services have been provided, the Goods delivered as directed by the Customer or the Authorisation having expire or been the reminated. (4) Unless written notification to the contrary is given by the Customer to AWGL at or prior to entering into these Trading Conditions the Customer expressly warrants and represents that all or any Services to esupplied by AWGL and acquired by the Customer pursuant to this agreement are so supplied and acquired for the purposes of a business, trade, profession or occupation carried on or engaged in by the Customer.

acquired for the purposes of a business, trade, protession or occupation carrier un or engaged in up units (Customer.

(5) In the interpretation of these Trading Conditions the singular includes the plural and vice versa; words importing one gender mean and include each other gender, and words importing corporations mean and include natural persons and vice versa.

(6) No agent or employee of AWIG- has the authority to waive or vary these Trading Conditions unless AWIGL approves such waiver or variation in writing.

(7) Where any provision (or part threeof) of these Trading Conditions is held by a Court to be unenforceable, it shall in no way affect or prejudice the enforceability of any other term or condition herein.

(8) References to clauses are references to clauses in the Trading Conditions.

(9) Headings have no effect on interpretation of the Trading Conditions.

(10) Terms not defined in these Trading Conditions will have the same meaning as defined in the Customs Act.

3. APPLICATION

Clauses 1 and 2 will apply to the Trading Conditions

NATURE OF SERVICES

TRADING CONDITIONS

Clauses 1 and 2 will apply to the Trading Conditions

NATURE OF SERVICES

(1) AWGL carries on business as a forwarding agent. All Services provided by AWGL are governed solely by these Trading Conditions which, shall prevail over the Customer's terms and conditions and ray terms and conditions can be conditioned to the conditions and representations and representations of the conditions and representations and representations and representations are conditions. AWGL and the conditions are conditions and the conditions are conditions and representations are conditions and representations are conditions and representations are conditions. AWGL and representations are conditions are conditions and representations are conditions and representations and representations are conditions and representations are conditions and representations are conditions and representations are conditions. AWGL and representations are conditions are conditionated and representations are conditionated and representations. AWGL and representations are conditionated and representations are conditionated and representations. AWGL and representations are conditionated and representations are conditionated and representations. AWGL and representations are conditionated and representations are considered and representations. AWGL and representations are considered and representations are considered and representations. AWGL and representations are considered and representations are considered and representations. AWGL and representations are considered and representations are considered and representations. AWGL and representations are considered and representations are considered and representations are considered and representations. AWGL and representations are considered and representations are considered and representations. AWGL and representations are considered and representations are considered and representations. AWGL and representations are considered and representations. AWGL and representations are considered and representation

subject to our Trading Conditions, copies which are available on request.

(5) Wherever it is necessary, for the purpose of these Trading Conditions or any other purpose whatever, for instructions to be given to AWGL, such instructions will be valid only if given in writing, acknowledged by AWGL in writing and given in sufficient time in all the circumstances for AWGL reasonably to be able to adopt the instructions. Standing or general instructions, or instructions given late, even if received by AWGL without comment, shall not be binding upon AWGL. If AWGL adopts standing or general instructions, or instructions given late, even of more transaction for the Customer or any other party, that does not in any way affect the validity of those instructions in relation to any inture transaction. No alternity by AWGL to adopt talter instructions will constitute an acceptance by AWGL or affect the validity of those instructions.

AWGL or affect the validity of those instructions.

AWGL and the Customer or any rule of law or equity or (provision) and shall be precised in the control of the con

ABILTY TO APPOINT AGENTS, SUB-CONTRACTORS AND THIRD PARTIES

(7) AWGL reserves complete freedom to decide the manner or procedure to be adopted for any or all of
the various acts that will be necessary for the completion of the Services. That discretion will be varied
only by instructions delivered by the Customer to AWGL in writing and acknowledged by AWGL in
writing in sufficient time before the performance of any service to reasonably allow AWGL to adopt the
manner of performing the service required by the special instructions. AWGL SHALL HAVE NO
LIABILITY OR RESPONSIBILITY BY VIRTUE OF THE FACT THAT THERE MAY BE A CHANGE IN
THE RATES OF DUTY, WHARFAGE, FREIGHT, RAILAGE OR CARTAGE, CRANY OTHER TARIFF
BEFORE OR AFTER THE PERFORMANCE BY AWGL OR ANY ACT INVOLVING A LESS
FAVOURABLE RATE OR TARIFF, OR BY VIRTUE OF THE FACT THAT A SAVING MAY HAVE BEEN
EFFECTED IN SOME OTHER WAY HAD ANY ACT BEEN PERFORMED AT A DIFFERENT TIME
AND WHETHER TIS PERFORMANCE OF ANY OF THE ACTS AFORESAID IS DELAYED OR
PRECIPITATED THROUGH THE NEGLIGENCE OF AWGL OR ITS SERVANTS OR AGENTS OR
HOWEVER CAUSED.

(8) Subject to and in accordance with these Trading Conditions, AWGL agrees and the Customer
bereby employs and authorises AWGL as agent for the Customer to contract either in its own name as
principal or as agent for the Customer with any Sub-contractor for the carriage, movement, transport or
these Trading Conditions. Any such contract may be made upon the terms of contract used by the Subcontractor with whom AWGL may contract for the Pervisions.

these Trading Conditions. Any such contract may be made upon the terms of contract used by the St contractor with whom AWCL may contract for the Services and may be made upon the terms and subject to the conditions of any special contract which the Sub-contractor may in any particular case require, including in every case any term that the Sub-contractor may employ any person, firm or company for performance of the Services so contracted for.

PAYMENT, RECOVERY OF FEES AND GST

(9) AWGL is entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily relained by or paid to shipping and forwarding agents and where AWGL accepts specific instructions under clause 19 to effect insurance) insurance broker whether declared

otherwise and no such brokerage, commission or allowance or other remuneration shall be payable or allowable to the Customer or its principal (if any). AWGL may charge by weight, measurement or value

and may at any time reweigh, remeasure or revalue the Goods (or request same) and charge additional fees accordingly.

(10) Quotations as to Fees and other charges are given on the basis of immediate acceptance and subject to the right of withdrawal or revision by AWCL. Quotations are valid only for the specified weight and volume ranges quoted and for the designated services and standard of services quoted. If any charges and results are subject to the specified weight and volume ranges quoted and for the designated services and standard of services quoted. If any charges applicable to the Goods, quotation and charges and services as stations accordingly with or without notice to the Customer.

(11) AWCL shall under no circumstances be precluded from raising a debit in respect of any fee or disbursements lawfully due to it, notwithstanding that a previous debit or debits (whether excluding or partly including the items now sought to be charged) had been raised and whether or not any notice was given that further debits were to follow.

(12) This clause IZ applies if AWCL is or may become liable to pay GST in relation to any Supply under (13) Interest otherwise stated, all charges quoted are exclusive of the GST imposed under the GST Law. 2(2) The Customer shall be responsible for payment of any GST liability in respect of the Services as provided by AWCL or by third parties or Sub-contractors which shall be payable at the same time as the GST-exclusive consideration.

(3) The Customer must also pay GST on the Taxable Supply to AWCL, calculated by multiplying the GST shall be payable by the Customer without any deduction or set-off for any other amount at the Cis AWCl agrees to provide the Customer with a Tax Invoice to enable the Customer to dain Input Tax (6) If the Customer defaults in the payment on the due date of any amount payable under this subclause

Signature as gives to provide the Customer with a Tax Invoice to enable the Customer to claim Input Tax Credit.

(6) If the Customer defaults in the payment on the due date of any amount payable under this subclause 12/2! then without prejudce to any other remedies of AWGL and upon demand by AWGL, the Customer shall pay to AWGL an amount equal to the amount of any damages or interest or additional GST that may become payable by AWGL due to the default of the Customer.

(13) All amounts due to AWGL in Australia are payable in Australian dollars. AWGL is entitled to charge a currency conversion premium when converting receivables into Australian currency.

(14) If any amounts payable due under any agreement between AWGL and the Customer (including, 14) If any amounts payable due under any agreement between AWGL and the Customer (including, 14) If any amounts payable due under any agreement between AWGL and the Customer (including, 14) If any amounts payable due under any agreement between AWGL and the Customer (including, 14) If any amounts payable due under any agreement between AWGL and the Customer (including, 14) If any amounts payable due under any agreement between AWGL and the Customer (including, 14) If any amounts payable due under any agreement between AWGL and the Customer (including, 14) If any amounts payable due to the action of the Customer (including, 14) If any amounts payable to the tate of 24 per cent per annum on the amount outstanding calculated from the due date until payment is made in full. AWGL may amounts receivable from the Customer any amounts payable to the Customer and any amounts payable to the Customer any company affiliated with the Customer or any Related Body Corporate of the Customer. This right exists irrespective of the date the liability has been created or debt incurred with AWGL.

payable to that Customer or any company affiliated with the Customer or any Related Body Corporate of the Customer. This night exists irrespective of the date the lability has been created or debt incurred with AWCL.

(16)(1) AWCL. its senants or agents shall have a special and general lien on the Assets and a right to (16)(1) AWCL. its senants or agents shall have a special and general lien on the Assets and a right to relate the state of the control of the control

הסא, f) the Goods are packed to withstand ordinary risks of handling storage and carriage, having regard to

(f) the Goods are packed to withstand ordinary isses or reprinciple to the Goods are not Dangerous;
(h) the Goods are not Dangerous;
(h) the Goods and their carriage do not contravene any Laws;
(h) AWGL is the legal owner of the Goods or legally entitled to authorise their carriage; and (i) it will notify AWGL of any issue or event that may affect AWGL's ability to adhere to the Standards in the provision of the Services;
(k) it will comply with all Privacy Laws in relation to this Agreement, the Goods and the Services at all times and will not the Agreement of the Constant of the Co

Colsume agrees by province the inceiming to AMPCE on account of soci perialeses of uamages pursuant MDEMMY 8Y THE CUSTOMER (18)(1) Without limiting the effect of these Trading Conditions, the Customer agrees to indemnify and keep indemnified AMPCL for:
(a) amounts of Customs Duty, GST and other payments made to Government Authorities by AWGL on behalf of the Customer;
(b) any penalties payable by AWGL (pursuant to a Court order or pursuant to an Infringement Notice) due to the Customer:

(b) any penalties payane by AWGL (pursuant to a Count order or pursuant to an immogement invotce) due to the Customeron that is incorrect or nisleading (i) providing information in the provide material information required to the Government Authorities; (ii) omitting to provide material information required to the Government Authorities for reporting in prescribed periods; and (ii) failing to provide information or documentation requested by AWGL; (c) penalties associated with the failure by the Customer to maintain or provide its documents or records in the manner and at the time contemplated by the Government Authorities; (d) penalties associated with providing misleading or deceptive information regarding the status of Goods, whether pursuant to the Trade Practices Act 1914 ((bf) to other legislation; (e) penalties imposed by any RSA for any breach of the laws governing to the carriage of goods by road; (f) damages payable by AWGL from the failure of the Customer to return any container or transport equipment involved in Carriage in the time required by the contract between AWGL and the supplier or owner of that container or other transport equipment involved in Carriage in the time required by the contract between AWGL and the supplier or contracts with other parties.

tomer; sses or damage incurred by AWGL due to a breach by Customs of any of the warranties in this lause 17(1);

subclause 17(1); "
(k) all expenses directly or indirectly incurred arising out of or in connection with the entry of an officer any Government Authorities or other authorised person on the premises of AWGL for the purpose of exercising any powers pursuant to the requirements of any Government Authorities and/or inspecting, examining, making opies of, taking extracts of documents on the premises;
(i) any Customs Duty, GST or other charge assessed against AWGL in relation to the Goods or Services:

ty any cusums Duty, Cso T or other charge assessed against AWGL in relation to the Goods or Services;

(m) any charges levied by Government Authorities for examination and treatment of the Goods, and (n) any costs or charges incurred by AWGL pursuant to clause 31, 32 and 33.

(2) The Customer agrees to pay any amounts claimed pursuant to the indemnity in subclause 18 (1) within 7 days of demand by AWGL of depursuant to subclause 18 (1) will include, without limitation, all penalities, liabilities and damages assessed against AWGL and its officers and employees, together with all legal costs incurred by AWGL (calculated on a solicitoricilient basis). The indemnity shall continue in force and effect whether or not the Goods have been pillaged, stoken, lost, damaged or destroyed and shall not be affected in any way if such pillaging, stealing, loss, damage or destruction has occurred or been brought about wholly or in part by the negligence or the allegen degilgence or any default, omission, neglect or default or any breach of duty of obligation of AWGL, its servants or agents. (4) AWGL may execute all or any of its rights pursuant to clause 16 to recover any amounts owing pursuant to this clause 18.

(4) AWGL may execute and only of the present of the present to this clause 18. INSURANCE (19) AWGL shall not effect insurance on the Goods except upon receipt of express instructions given in writing by the Customer and the Customer's written declaration as to the value of the Goods. All such insurances effected by AWGL are subject to the usual exceptions and conditions of the policies of the insurer or underwriter taking the risk. At the discretion of AWGL such insurance may name the Customer or owner as insured. In the event of any dispute in regard to liability under any such insurance policy for any reason whatseever the Customer or other insured shall have recourse against the insurer or underwriter only and AWGL shall have no liability or responsibility in relation to any such insurance

polity;
STORAGE AND TRANSPORT

(20)(1) Subject to express instructions in writing given by the Customer and accepted by AWGL in writing (and without limiting the generality of clauses 7 and 8), AWGL reserves to itself compiled freedom to decide upon the means, route and procedure to be followed in the handling, storage and temporary of the expression of the medical and authorised to engage Sub-contractors to perform all or discretion may deem appropriate.

(2) Handling Fees will be added to any charges on shipments and all pawments made by AUSTRALIAN WINNER GLOBAL LOGISTICS on your behalf and may vary from shipment to shipment. Handling Fees will be added to my charges on shipments and all pawments made by AUSTRALIAN WINNER GLOBAL LOGISTICS on your behalf and may vary from shipment to shipment. Handling Fees will be added to my charges of the Handling Fee applicable on request. (3) Payments made by AUSTRALIAN WINNER GLOBAL LOGISTICS on your behalf and may currency as AUSTRALIAN WINNER GLOBAL LOGISTICS on your behalf will be in such currency as AUSTRALIAN WINNER GLOBAL LOGISTICS on your behalf will be in such currency as AUSTRALIAN WINNER GLOBAL LOGISTICS of your between the part of the value of the Cooks shall not be declared or inserted in a Bill of Carriage of Goods by Sea Act 1991 and Regulations 1998 except upon express instructions given by the Customer.

(2) In the case of carriage by air, no option or declaration of value to increase air-carrier's liability under Article 2(2) of the First Schedule to the Civil Aviation (Carrier's Liability) Act 1959, will be made except on express instructions given by writing by the Customer. policy. STORAGE AND TRANSPORT

(2) If the case or cantage by an in obtained in value in orderesse are area in standing total activation (Carrier's Liability) Act 1959, will be made except on express instruction given in writing by the Customer.

(3) In the case of carriage by land, or any carriage an enlanging to the carriage mentioned above and not of the carriage mentioned above and not express the contract of the contract

(6) All freight moved by air is subject to volumetric conversion on the basis of one kilo being the equivalent of six thousand cubic centimetres. Freight moved by other means is subject to volumetric conversion on the basis of relevant industry standards or as modified by the camer's standard trading

itions . Ishable, non-deliverable, hazardous and damaged goods

Conditions

PRISHABLE, NON-DELIVERABLE, HAZARDOUS AND DAMAGED GOODS

PRISHABLE, HAZARDOUS GOODS

PRISHABLE, NON-DELIVERABLE, HAZARDOUS GOODS

PRISHABLE, HAZARDOUS GOODS

PRI

RÂLUMY DECLARÂTION

(24) AWGL shall be under no obligation to make any declaration to, or to seek any special protection or cover from, the Department of Railways, railways authority or provider of railways in any State or any airline or road transport authority in respect of any Coods falling within the definition of that body:

(1) of dangerous or hazardous goods; or 20, of goods in the definition of the day of t

by the Customer PILLAGED GOODS (25) If the Goods are landed from any vessel in a damaged or pillaged condition and an examination might be held or other acidon taken by AWGL in respect of thereof no responsibility attaches to AWGL for any failure to hold such examination or take such other action unless AWGL has been given sufficient notice to enable it to arrange for such examination or for the taking of such other action as the

case may be.
STORAGE OF GOODS PENDING DELIVERY
(26) Without limiting the effect of clause 20, pending forwarding and delivery, the Goods may be wagerboused or otherwise held at any place or places at the sole discretion of AWGL at the Customer's content of the Customer's conten

(27) AWG. may in its absolute discretion or AWG. at the sole discretion of AWG. at the Customer School Cope.

C.O.D. (2008)
(27) AWG. may in its absolute discretion refuse instructions to collect on delivery (COD) in cash or otherwise. Where AWG. does accept such instructions to only obligation to the Customer is to use reasonable diligence and care in such collection. AWG. Is NOT LIBBLE FOR AWY. LOSS OR DAMAGE ARISING FROM SUCH INSTRUCTIONS OR SUCH COLLECTION WHETHER CAUSED BY

NEGLIGENCE OR OTHERWISE. Limitation of Liability, force majeure and indemnity from Liability to Third Parties

LIMITATION OF LABILITY, FORCE MAJEURE AND INDEMNITY FROM LIABILITY TO THIRD PARTIES

(28) Without limiting the effect of clause 18, to the full extent permitted by law, AWGL its servants and agents shall not be responsible for loss or damage of any kind whistoever arising out of the provision of services to the Customer (whether caused by needigence or willind idealuit by AWGL its servants or agents) and the Customer agrees to indemnify AWGL in respect of any claims made by sub-contractors or third parties concerning the provision of Services by AWGL and the following matters are expressly or labeling to the contractors of the parties concerning the provision of Services by AWGL and the following matters are expressly on AWGL, its servants or agents as a result of their reliance on incorrect information provided by the Customer, consignor or consignee of the Goods, or their respective agents whether imposed by Court or Infringement Notice);

(2) any liability on concerning the making of any statement, forecast, information or giving advice in relation to the liability of the Customer to pay any amounts owing to any Covernment Authorities (3) any liability in respect of the loss, insidelivery, deterioration, non-delivery, contamination, of the contamination of the Customer to pay any amounts owing to any Covernment Authorities (4) any loss or deprecation of market value attributable to delay in forwarding the Goods or failure to carry out instructions of the Customer.

(5) loss, damage, expense or additional cost arising from or in any way connected with marks or brands on, weight numbers, content, quality, description of the Goods or failure to carry out instructions of the Customer.

carry out instructions of the Customer (5) loss, damage, expense or additional osst arising from or in any way connected with marks or brands or, weight, numbers, corrient, quality, description of the Goods by any of the Government (1) loss of dramage residing from fine, water, explosion or their (1) loss, damage or delay occasioned by treatment of the Goods by any of the Government Authorities (6) loss, damage or delay occasioned by treatment of the Goods by any of the Government Authorities (6) loss, damage or delay occasioned by treatment of the Goods by any of the Government Authorities (6) loss, damage or delay occasioned by delay in the carriage of the Goods or handling of the Goods (1) loss, damage or delay occasioned by delay in the carriage of the Goods or handling of the Goods (1) loss, damage or delay occasioned by delay in the carriage of the Goods or handling of the Goods (1) loss, damage or delay occasioned by delay in the carriage of the Goods or Services, shall bring any claims against any party that has provided all or any part of the Goods or Services, shall bring any claims against any party that has provided all or any part of the Services (including any Sub-contractor, principal, employer, employee or agent of AWGL) and where any such claims are made by the Customer or any other interested party, the Customer undertakes to indemnify all parties against whom the claims are made (including AWGL) against any loss and damage that may be suffered as a result of such dairs.

(30) AWGL and Customer acknowledge that Such and such as a su

NOTIFICATION OF LIABILITY
(38) Any claim for loss or damage must be notified in writing to AWGL within seven days of delivery of
the Goods or of the date upon which the Goods should have been delivered. In any event, AWGL shall be
de discharged from all liability whatsoever in connection with the Services and/or the Goods unless
proceedings are served within nine months from delivery of the Goods (or from when they should have

been delivered.

(QIARANTEE BY DIRECTORS AND SHAREHOLDERS
(39)(1) If the Customer is a company, the directors and shareholders of that company will guarantee the
Debts and indemnify and keep indemnified AWIGL against the Debts.
(2) For the purposes of subdause 39(1), the Customer will ensure that its directors and shareholders
will sign any other documents required by AWIGL to evidence and confirm any guarantee and indemnify

will sign any ourse use and the sign of th