

SCA Express Transport Service Agreement

1. Definitions and Interpretation

1.1 Definitions

Without limiting any other means of construction and interpretation, these terms and conditions shall be construed and interpreted in accordance with the defined terms set out below:

Agreement means this agreement with the Terms and Conditions herein.

Authorisation Form means the authorisation form issued by the Carrier to the Holder.

Carrier means SCA Express Pty Ltd ACN 646 652 164 of 6C The Crescent Kingsgrove, NSW 2208, and any of its direct subsidiaries on whose behalf this Agreement has been signed.

Carriage means the whole or any part of the packing, stuffing, loading, carriage, transporting, unpacking de-stuffing, unloading, storing, warehousing, handling and any other services whatsoever undertaken by the Carrier in respect of the Goods covered by this agreement.

Claim means any claim, demand, action, suit or proceeding for damages, debt, restitution, equitable compensation, account, injunctive relief, specific performance or any other remedy, whether by original claim, cross claim or otherwise whether arising at common law, in equity, under statute or otherwise wherever arising, whether known or unknown at the time of execution of this Deed, whether presently in contemplation of the Parties or not.

Confidential Information means all information obtained in the course of compliance with this Agreement, that is by its nature confidential and includes (but is not limited to) trade secrets; Intellectual Property; confidential know-how; policies, systems and protocols; information about the business and its affairs such as pricing and fee information, marketing or strategic plans, commercial and business plans, financial information and data, and operational information and methods; methodologies and supporting documentation; software products, manuals and associated tools; commercial information in relation to current and prospective operations; information about suppliers, dealers, Holders or Holders such as their specific requirements, arrangements and past dealings; Holder lists, Holder lists, supplier lists, dealer lists; Holder, Holder and supplier lists; business cards and diaries, calendars or schedulers; reports; working papers; training manuals; equipment; computer information and programs; personal and financial information of which you become aware.

Corporations Act means the Corporations Act 2001 (Cth);

Courier means the couriers within Australia to deliver the Goods which has cleared the Australian customs to Receivers.

Destination Country means the country of which the Goods will be delivered to the Send. For the avoidance of doubt, this does not include any countries of which the Goods are transited at.

Goods means the items or goods that the Carrier is engaged to deliver from the Holder to the Recipient pursuant to this Agreement.

Goods Invoice means the goods invoice issued by the Carrier to the Holder.

Handover List means the consignment handover list issued by the Carrier to the Holder.

Holder means the person or company which has engaged the Carrier to transport the Goods as per this Agreement.

Insurance means the insurance purchased by the Holder in accordance with clause 5 of this Agreement.

Intellectual Property means all forms of intellectual property rights throughout the world including registered and unregistered copyright, registered patent, design, trademark, and Confidential Information, including know-how and trade secrets.

Packing List means the packing list to disclose the content of the Goods issued by the Carrier to the Holder.

Price means the final price provided by the Carrier to the Holder after receiving the Goods and have reviewed and assessed the size and weight of the Goods against the data provided in the Handover List, Packing List, and Goods Invoice.

Quotation means the quotation provided by the Carrier to the Holder after receiving the Client Enquiry Form.

Receiver means the person or company which Holder has engaged the Carrier to transport the Goods as per this Agreement to.

Redelivery Fee means the fees to be paid by the Holder to the Carrier for the re-delivery of the Goods.

Regulatory Authority means any governmental or regulatory body which has the responsibility of supervising and/or regulating the industry in which the Carrier has operations or business.

Client Enquiry Form means the Client Enquiry form users may submit by the Holder to the Carrier.

Services means the logistic services of delivering the Goods from the Holder to the Recipient which consists of the following process:

- (a) Receiving the Goods delivered or caused to be delivered by the Holder to the Carrier;
- (b) Transportation of the Goods, either via ocean freight or air freight as elected by the Holder, to the Destination Country;
- (c) Assist with customs clearance of the Goods;
- (d) Prepare the Goods for delivery;
- (e) Provision of the Goods to the Carrier for delivery to the Recipient, or provision of the Goods to the Recipient if the Recipient elects self pick-up from the Carrier.

Storage Charges means the storage charges that the Carrier's warehouses may charge.

Storage Period means the period of 30 days from the date the first attempted delivery by the Carrier or the Courier to the Recipient.

Terms and Conditions means these terms and conditions herein.

Website means the Carrier's website of <https://scaexpress.com.au>.

1.2 In this Agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to persons include corporations, partnerships and any other entities recognised by law;
- (d) references to clauses and schedules are to clauses of and schedules to this Deed; and
- (e) references to \$, AUD or dollars are to Australian dollars;
- (f) if a word or a phrase is defined, cognate words or phrases have corresponding definitions.

2. Engagement of the Carrier

- (a) A user of the Website is entitled to request for a Quotation for the provision of Services through the Client Enquiry Form.
- (b) In response to the Client Enquiry Form, the Carrier shall cause the Quotation, Packing List, Handover List, and Goods Invoice to be sent, through any means it elects to the user.
- (c) The User, upon receiving the Quotation, Packing List, Handover List, and Goods Invoice, may cause any Goods s/he wishes to be the subject of the Services, along with the populated Packing List, Handover List, and Goods Invoice to be delivered to the Carrier's designated location for the purpose of determining the Price.
- (d) For the purpose of this Agreement, no contract is formed, and the user bears all his/he risks in relation to the Goods, until and unless the Price has been determined by the Carrier, and is accepted by the user (henceforth the Holder).

3. Provision of Services

- (a) The Holder agrees to engage the Carrier, and the Carrier agrees to be engaged by the Holder, to provide Services to the Holder.
- (b) In exchange for the Services, the Holder agrees to pay the Carrier the Price at the time of the engagement of the Carrier.

- (c) The scope of Services is strictly set out in the Quotation, Packing List, Handover List, and Goods Invoice, and the Carrier is bound only to provide services in accordance with the scope as set out in the Quotation, Packing List, Handover List, and Goods Invoice.
- (d) Unless otherwise stated, the Carrier does not have any obligation(s) to respond to enquiries from any party(ies)/user(s) of the Website, unless the said party(ies)/user(s) is a Holder.

4. Holder's Warranty

The Holder warrants to the Carrier that:

- (a) For the avoidance of doubt, and further to clause 2(d), it shall deliver the Goods, or cause the Goods to be delivered, to the Carrier's warehouse at the Holder's own risk and costs.
- (b) It is aware of the complex procedure of international logistics and must, prior to providing the Goods or causing the Goods to be provided to the Carrier, the Holder has ensured that the item to be posted have been securely and properly packed, and the weight and size of the item do not exceed the upper limited specified by the destination country or region;
- (c) The Goods are not or do not contain any substance that is dangerous, illegal, restricted, or are otherwise prohibited by any laws by the country of origin, Destination Country, and any third-party country of transit;
- (d) All information provided by the Holder for or in connection with the Goods or the Services are true and accurate;
- (e) The Carrier is not a common carrier and accepts no liability as such;
- (f) It acknowledges that the Quotation may differ from the Price, and in such events should the Holder determine to not proceed with the Services, it must immediately arrange for the Goods to be returned it at its own costs. Failure to do so will give rise to storage fees payable by the Holder to the Carrier; and
- (g) All Goods to be sent complies with the applicable laws, regulations and terms and conditions specified for the Destination Country;
- (h) It shall indemnify the Carrier against all liabilities arising from any breach(es) of the warranties contained herein.

5. Insurance

The Holder acknowledges that the Carrier may recommend relevant shipment (or other) insurances as provided by third parties, and is free to purchase the insurance of its choosing. However, the Holder shall not hold the Carrier accountable, nor liable for any matters, disputes, or otherwise arising from such insurance purchases, and shall indemnify the Carrier against all such liabilities arising from any matters, disputes, or otherwise arising from such insurance purchases.

6. Customs Clearance

- (a) In order to ensure the customs at the Destination Country is aware of the contents in the parcels, the Holder must accurately and precisely record all Goods on the Packing List, Handover List, and Goods Invoice, and must provide all documents in a timely manner as required by the Carrier from time to time for the purpose of customs clearance.
- (b) The Holder must ensure that the Holder and/or the Recipient will respond to any correspondence or contact from the Carrier in relation to clearing customs within a reasonable period of time, and pay for any duty, taxes, and/or charges payable for the Goods in a timely manner.
- (c) In the event that any delay in the process of the Goods clearing customs is caused by the Holder, the Holder, or the Recipient, either by reason of a breach of clause 4 or due to any other reasons, and Storage Charges are incurred, the Holder must pay all Storage Charges before the Goods are delivered to the Recipient, or otherwise the Carrier is entitled to retain the Goods until such payments are made.
- (d) The Holder must provide the Carrier with the duly completed and signed Authorisation Form promptly request by the Carrier.

7. Failed Customs Clearance

- (a) In the event that any Goods fail to clear customs, the Holder must confirm with the Carrier within the prescribed timeframe the method of which the Goods are to be treated, including but not limited to returning the Goods to the Holder or destroying the Goods. Any costs incurred during this process, including but not limited to further delivery fees, shall be promptly paid by the Holder and in any event, prior to the Goods being treated in accordance with the Holder's instructions.
- (b) In the event that the Holder does not, is unable to, or otherwise failed to comply with clause 4, any additional Storage Charges must be paid by the Holder, and the Holder must indemnify the Carrier of all costs incurred by it due the Holder's breach of that subclause.

8. Change of Address

- (a) In the event that the Holder wishes to change the address of the Recipient or otherwise change the address to which the Goods are to be delivered to, the Holder must promptly contact the Carrier to notify the change of address and pay all reasonable fees incurred and/or charged by the Carrier or any third parties due to the change. The Holder acknowledges that the Carrier would only accept notifications of changes of address by the Holder.
- (b) The Holder acknowledges that the Goods must re-clear customs after a change of address as described in subclause 7(a). The Holder acknowledges and warrants that it shall be liable for

all results caused by the change of address, including but not limited to delay in delivery, retention of the Goods by customs, and/or destruction of the Goods by customs, and must not hold the Carrier liable or make any Claims against the Carrier in any respect.

9. Delivery of the Goods

- (a) The Holder agrees and acknowledges that Couriers are engaged by the Carrier for the delivery of the Goods after customs are cleared.
- (b) The Holder agrees and acknowledges that it shall not hold the Carrier liable or make any Claims against the Carrier for any costs, fee, damages, or other liabilities incurred after the Goods are provided to the Carrier for delivery, including but not limited to costs, fee, damages, or other liabilities caused by delay of delivery, damage to the Goods, and/or loss of the Goods.
- (c) In the event that the Carrier, or any of the Couriers engaged by it, fails to deliver the Goods to the Recipient for any reasons other than due to a fault of the Carrier, and if the Holder could not be contacted or does not provide clear instructions as requested by the Carrier at the time of the delivery, the Carrier shall be entitled to store the Goods at the Holder's risk and in such manner as it may in its discretion determine for the Storage Period at reasonable costs to the Holder.
- (d) Upon the expiry of the Storage Period, the Carrier shall be entitled to handle the goods at its sole discretion, including but not limited to destroying or disposing of the Goods, and/or causing the Goods to be sold.
- (e) At any time prior to the expiry of the Storage Period, the Holder may request for the Goods to be re-delivered after making payment of the Re-delivery Fee as determined by the Carrier. The Holder acknowledges that no re-delivery shall occur until the payment of the Re-delivery Fee.
- (f) The Carrier shall not be liable for any failure or delay in delivering the Goods where such failure or delay is wholly or partly due to any cause or circumstance whatsoever outside the reasonable control of the Carrier including but not limited to war, strikes, lockouts, industrial disputes or arrest, government restrictions or intervention, transport delays, fire, act of God, breakdown of any mechanical equipment including any vehicles, shortage of supplies or labour, storm or tempest, theft, vandalism, riots, civil commotions or accidents of any kind.

10. Carrier's Liability

10.1 Notwithstanding anything to the contrary in this Agreement:

- (a) The Goods shall at all times be at the risk of the Holder and the Carrier shall not be liable in tort (including negligence), contract (including a fundamental breach of contract) or for any act or omission of the Carrier that is outside the authorised scope of the Services provided under this Agreement, for breach of duty as bailee, for contravention of any statute or breach

of statutory duty or otherwise for any loss of, or damage to, failure to deliver, delay in delivery of, or misdelivery of the goods whatsoever, howsoever caused.

- (b) The exclusion of liability in clause 10.1(a) extends to include not only loss of or damage to the Goods themselves, but loss, damage or injury to any person, property or thing damaged arising from the Carrier providing the Services under this contract and to any indirect or consequential loss or damage whatsoever arising from such loss, damage or injury or from failure to deliver, delay in delivery or misdelivery, howsoever caused including but not limited to loss of income, profits, markets, Holders, use, opportunity, reputation or goodwill.

10.2 Without limiting anything in subclause 10.1, the Holder expressly agrees and acknowledges that it shall not hold the Carrier liable or make any Claims against the Carrier for any of the following events:

- (a) If any Goods, whether Insurance is purchased or not, inside the packaging, as it arrived in the Carrier's warehouse as described in clause 3(a), is lost, broken, deformed or spoiled;
- (b) The Goods were detained by the Destination Country's customs due to information provided or caused to be provided by the Holder being unclear or incorrect, or if insufficient documentation were provided by the Holder for the purposes of clearing customs;
- (c) Any delay caused by incorrect or incomplete information provided by the Holder; and
- (d) Delay caused by inspection at the customs or by any other government authority.

10.3 In the event that Goods are lost during the process of the Carrier providing the Services, and subject to clause 9(b):

- (a) In the event that the Holder has purchased the Insurance, the Holder will be entitled to make a claim on the Insurance and claim up to the insured amount. The Holder acknowledges that it must not make any Claims against the Carrier beyond and above any amounts it claimed on the Insurance.
- (b) To the maximum extent allowed by legislation, in the event the Holder does not have any insurance, the Holder acknowledges and agrees that it can only make a Claim against the Carrier for damages or any other liabilities up to and including the amount of the Price less custom clearance service fees.
- (c) To the maximum extent allowed by legislation, unless the Holder makes a written request for the Carrier within 30 days of the date the Holder is notified that the Goods are lost, damaged, or otherwise that allows the Holder to make a Claim against the Carrier, the Holder is deemed to have waived its right against the Carrier for any loss or damages that it may claim against it and the Carrier shall be immediately and forever discharged from any and all liabilities whatsoever.

11. Holder's Liabilities

- 11.1 The Holder must be liable for any additional charges, costs or expenses of whatsoever nature, including but not limited to the Storage Charges, duties and taxes in connection with the Services performed by the Carrier.
- 11.2 The Holder must indemnify and keep the Carrier indemnified at all times from and against all demands, claims, actions, proceedings, charges, postages, costs or expenses, including but not limited to storage charges, duties and taxes, retrieval and administrative costs (including reasonable legal costs) incurred, suffered, or sustained by the Carrier in connection with the services performed hereunder;

12. Unpaid Amounts

- 12.1 In the event the Holder does not make payment of the Price, or any other fees or charges as contemplated by this Agreement, as they fall due or, if no dates are specified, upon demand by the Carrier, the Carrier will have a general and particular lien over the Goods, and shall be entitled to:
- (a) retain the Goods until and unless the Holder makes payments of all amounts that are due and payable, including any storage fees the Carrier may charge for the storage of the Goods during the period of which the Goods are retained;
 - (b) if any outstanding amounts remains unpaid and the Goods have been retained for a period exceeding 30 calendar days, the Carrier may, without notice to the Holder, sell all or part of the Goods and, out of the moneys arising from the sale, retain the amounts so payable together with all charges and expenses of the detention and sale, and shall render the surplus, if any, of the moneys arising from the sale and such of the Goods as remain unsold to the person entitled thereto.
- 12.2 For the avoidance of doubt, the Carrier shall not be liable for any loss or damage caused to the Goods after the Goods have been retained for a period exceeding 30 calendar days as described in subclause 12.1(b).

13. Right of Refusal

The Carrier reserves the right to reject any Goods submitted by the Holder without assigning any reason whatsoever at any time at the Carrier's absolute discretion.

14. Route of Carriage

The Holder acknowledges that the Carrier may choose the route of Carriage or transportation of the Goods at its absolute discretion, and authorises any such deviation from the usual route of Carriage.

15. Warranties

15.1 Warranties

The Parties, at the date of this Deed and on each date of access granted to the Company, warrant as follows:

- (a) each Party has full power and authority to enter into this Deed and the transactions contemplated by this Deed;
- (b) this Deed sets out and provides for its valid and binding obligations enforceable in accordance with its terms and neither the execution and performance by it of this Deed nor any transaction contemplated by it will violate in any respect:
 - (i) any law or treaty or any judgement, ruling, order, authorisation, requirement or decree of any Government Agency binding on it;
 - (ii) any other document or Deed which is binding upon it or its assets;
- (c) each party, to the best of its knowledge, information and belief after due enquiry, no petition has been issued against herself for bankruptcy, litigation, no action has been taken to seize or take possession of any of their assets and there are no unsatisfied judgements against them nor has any sequestration order been made or writ of execution issued against them or any of their assets; and
- (d) each party had obtained independent legal advice in relation to the matters set out in this Deed.

16. Privacy

The Carrier will collect, use and disclose a Holder's personal or other information in accordance with its privacy policy as amended from time to time.

17. Severability

If any of the provisions herein becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

18. Relationship of the Parties

The Parties acknowledge that this Deed is intended as a contract of service and not any other relationship and, in particular, not the relationship of employer and employee, principal and agent or the relationship of partnership.

19. Amendments

The Parties agree that the Carrier shall be the right to amend these Terms and Conditions without notice at its sole and absolute discretion.

20. Entire Agreement

This Agreement contains the entire agreement of the Parties with respect to its subject matter. It constitutes the only conduct relied on by the Parties (and supersedes all earlier conduct by the Parties) with respect to its subject matter.

21. Assignment

The rights and obligations of each Party under this Agreement are personal. They cannot be assigned, charged or otherwise dealt with, and no Party shall attempt or purport to do so without the earlier written consent of all the Parties.

22. No Waiver

No failure to exercise and no delay in exercising any right, power or remedy under this Agreement will operate as a waiver unless expressly stated. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

23. No Offsets

The rights and obligations of the Parties are separate and distinct and shall not be used to offset the other Party's rights and/or obligations, unless otherwise mentioned in this Agreement.

24. International Conventions

If any Good is transported by air and involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention, or the Warsaw Convention as applicable, governs. For international road transportation, the Convention for the International Carriage of Goods by Road (CMR) may apply. These conventions limit the Carrier's liability for loss or damage.

25. Governing law

This Deed is governed by the laws of New South Wales, Australia and the Parties submit to the exclusive jurisdiction of the courts of New South Wales, Australia.