



## ***Standard US Trading Conditions***

1. In these terms and conditions of service, referred to as “U.S. Terms & Conditions”, “Contract” or “Terms & Conditions”: (a) The term “Customer” shall mean the person or entity for which Company is rendering service, as well its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper’s agents, insurers, underwriters, break-bulk agents, and consignees. (b) “Company” means B.V. Skelton Pty Ltd. doing business as Skelton Sherborne, and its parent company, subsidiaries, affiliates, related companies, agents and/or representatives. (c) “Goods” means the cargo received from or handled on behalf of Customer and includes any containers supplied therewith. (d) “Freight Forwarding” means the transportation by land, and/or water, and/or air towards the place of destination by using resources and expertise at the disposal of Company. (e) Where the term “Freight” or any derivatives, combination or abbreviation thereof appears on documents issued by Company, it is to be read as including 1(c) and 1(d).
2. Company and Customer acknowledge and agree that this contract is entered into for and in consideration of payment by Customer to Company for Freight Forwarding services and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each party hereto.
3. It is Customer’s responsibility to provide notice and copy(s) of these U.S. Terms & Conditions of service to all agents or representatives referred to in 1(a).
4. In the event of any conflict between these “U.S. Terms & Conditions” and the “U.S. Terms & Conditions” shown on the Skelton Sherborne website, the “U.S. Terms & Conditions” on the website will prevail.
5. Company is not a common carrier and reserves the right to accept or refuse the carriage or transportation of Goods, or instructions for the carriage or transportation of Goods, for any person or company.
6. Customer agrees to be bound by all stipulations, exceptions and conditions stated herein whether printed, written, stamped or otherwise incorporated on the front or back hereof and that the Contract contained or evidenced herein shall be fully binding between Company and Customer in all respects. Customer agrees also that all agreements previously made are superseded by the Contract contained or evidenced herein. No employee, agent or subcontractor is authorized to waive, alter or modify these Terms & Conditions. Customer agrees also that all agreements previously made are superseded by the Contract contained or evidenced herein. Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services.
7. Except as otherwise requested by Customer in writing, Company has complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the Goods.
8. Inasmuch as truckers, carriers, warehousemen and others, collectively referred to herein as “carriers”, to whom the goods are entrusted usually limit their liability for loss or damage unless a higher value is declared and a charge based on such higher value is agreed to by said carriers, Company must receive specific written instructions from Customer to pay such higher charge based on valuation and the carrier must accept such higher declared value; otherwise the valuation placed by Customer on the goods shall be considered solely for export or customs purposes and the goods will be delivered to the carrier.



9. (a) Company is hereby irrevocably and unconditionally released and discharged from any and all liability in any capacity whatsoever for any damage to or loss, misdelivery, delay in delivery, non-delivery concealed damage, deterioration, contamination, electrical and/or electronic and/or mechanical damage or defect, of goods held in its care, custody or control, or any consequential loss arising therefrom howsoever caused (including theft by its servants or agents). This release of liability extends to include not only loss of or damage to the goods, but also injury or death to any person and damage to property. (b) Company shall not under any circumstances be liable for loss or damage resulting from, or attributable to, any quotation, statement, representation or information, written or otherwise, whether negligent or otherwise, made or given by or on behalf of Company by any servant, employee, independent contractor, subcontractor, or agent as to the rate of customs duty, excise duty, sales tax or other tax applicable to the goods or to any other property whatsoever. (c) Company shall be under no liability in any capacity for non-compliance with instructions given to it by Customer except where such acts are willful and the direct and proximate cause of an injury to Customer including a loss or damage to Customer's goods, and Company shall in no event be liable for the acts of third parties. (d) In connection with all services performed by Company, Customer may obtain additional insurance coverage, up to the declared value of the shipment or transaction, by requesting such insurance coverage and agreeing to make payment therefore, which request must be confirmed in writing by Company prior to tendering services for the covered transaction. (e) In the absence of additional coverage under subsection 9(d) Company's liability shall be limited to \$50.00 per shipment or transaction. (f) In no event shall Company be liable or responsible for consequential, indirect, statutory or punitive damages even it has been put on notice of the possibility of such damages.
10. Company shall not be liable if any part of the shipment is lost, damaged, delayed, misdelivered or not delivered as a result of circumstances beyond Company's control such as, but not limited to: (a) acts of God including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow, ice or frost (b) force majeure including war, accidents, acts of public enemies, strikes, embargoes, perils of the air or sea, local disputes, or civil commotions (c) international, national or local disruptions in air, ground, and sea transportation networks and (d) mechanical problems to modes of transport machinery and/or vessels (e) latent defects or inherent vice in the contents of the shipment (f) Customer's breach of (or any other party claiming an interest in the shipment causing Customer to breach) its obligations under these Terms & Conditions and in particular warranties made herein (g) an act or omission of any customs or government official (h) the contents of the shipment consist of a prohibited article even though Company or its agents may have accepted the shipment by mistake.
11. **CUSTOMER SHALL MAKE NO CLAIM WHATSOEVER IN RELATION TO THE GOODS AGAINST ANY SERVANT, EMPLOYEE, AGENT, APPOINTEE, INDEPENDENT CONTRACTOR OR SUBCONTRACTOR OF COMPANY, INCLUDING THE EMPLOYEES, SERVANTS, OR AGENTS THEREOF, AND SHALL FURTHER INDEMNIFY, DEFEND AND HOLD COMPANY HARMLESS FROM AND AGAINST ANY CLAIMS WHICH MAY BE MADE UPON COMPANY BY ANY SUCH EMPLOYEE, SERVANT, APPOINTEE, AGENT, INDEPENDENT CONTRACTOR AND SUBCONTRACTOR WHICH ARISE OUT OF ANY CLAIM IN RELATION TO THE GOODS.**
12. The defenses and limits of liability provided for in these "U.S. Terms & Conditions" shall apply in any action against Company, whether the action is founded in contract or tort.
13. Company shall not be obligated to incur any expense, guarantee payment or advance any money in connection with the importing, Freight Forwarding, transporting, insuring, or



storing of the goods unless the same is previously provided to Company by Customer on demand. Company shall be under no obligation to advance Freight charges, customs duties or taxes on any shipment, nor shall any advance by Company be construed as a waiver provision thereof.

14. Any instructions given to Company may, in the absolute discretion of Company, be complied with by Company performing all or part of the relevant services or by the employment or appointment of third parties, including independent contractors or subcontractors. Company shall use reasonable care in its selection of third parties. Any agent, servant, independent contractor or subcontractor used by Company shall be entitled to the same exceptions from liability, defenses and immunities to which Company is entitled. Notification by Company that a particular person or firm has been selected to render services with respect to the goods shall not be construed to mean that Company warrants or represents that such person or firm will render such services. Company shall under no circumstances be liable for any loss, damage, expense or delay to the goods for any reason whatsoever including negligence, act, error, or omission when the Goods are in the custody, possession or control of a third party, and/or its agents, selected by Company to forward, enter and clear, transport or render other services with respect to the goods.
15. Customer authorizes Company to arrange any mode of transportation or any combination of modes of transportation of air, sea and land carriers as required, and as deemed necessary by Company under this contract, and in doing so, Customer agrees to accept the usual terms and conditions of air, sea and land carriers as independent contractors and subcontractors of Company.
16. Customer shall be bound by and warrants to Company the accuracy of all marks, labels, weights, dimensions, numbers, brands, contents, descriptions, declared values, quality of the goods, and any other information furnished to Company, whether in written or electronic format, and Customer shall indemnify, defend and hold Company harmless from and against all claims, losses, damages, expenses or fines arising from any inaccuracy, omission, misdescription or expense arising from or in any way connected with the failure by Customer to satisfy this warranty.
17. Company: (a) Shall have a general and continuing lien and security interest on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both, or any other particular or general balance of monies due from Customer. (b) Monies owed includes, but is not limited to, the costs, expenses and liabilities (including taxes, penalties and fines) of whatsoever nature suffered or incurred by Company in connection with the Goods including the failure by Customer to secure proper permits or other documentation that may be required at any port or place in connection with the Goods. (c) Company shall provide written notice to Customer of its intent to enforce such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the enforcement of such lien. (d) Unless, within thirty (30) days of receiving notice of lien, Customer posts cash or an irrevocable and unconditional letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer. Customer hereby irrevocably authorizes Company to execute, deliver, and file



UCC-1 Financing Statements and such other documents as Company deems necessary in order to perfect a security interest in Customer's property in accordance with applicable provisions of the Texas Uniform Commercial Code – Secured Transactions.

18. (a) Except under special written arrangements previously made, Company will not accept dangerous goods including those specified in the International Civil Aviation Organization (ICAO) technical instructions, the International Air Transport Association (IATA) dangerous goods regulations, the International Maritime Dangerous Goods (IMDG) code or any other national or international rules applicable to the transport of dangerous goods. Such goods include, but are not limited to, any explosive, flammable gas, compressed gas, flammable liquid, flammable solid, reactive water, organic peroxide, poison, irritant, biomedical material infectious substance, biohazard, radioactive substance, corrosive, drugs, magnetized material, or any other noxious, dangerous, hazardous or restricted goods or any goods likely to cause damage or injury. The expression 'Goods likely to cause damage' includes goods likely to harbor or encourage vermin or other pests. (b) Any person delivering goods such as bullion, coins, precious stones, jewelry, valuables, antiques, pictures, living creatures or plants to Company, or causing Company to handle or deal with such goods, shall be liable for all loss and damage caused thereby and shall indemnify defend and hold Company harmless from and against all penalties, claims, damages, costs and expenses arising in connection therewith; the goods may be destroyed or otherwise legally dealt with at the sole discretion of Company or at the discretion of any other person nominated by Company in whose custody they may be in at the relevant time. If such goods are received, they may nevertheless be destroyed or otherwise dealt with if they became dangerous to other goods, persons or property. (c) If goods referenced in 18(a) or (b) are accepted, it is the responsibility of Customer/Consignor/Shipper to provide correct technical information, descriptions, classifications, proper shipping names, correct packaging, handling instructions and certify that the contents of all such consignments are fully and accurately described, classified, packed, marked, and labeled. It is also the responsibility of Customer/Consignor/Shipper to sign any necessary certifications and under no circumstances will Company provide or sign the same.
19. (a) Goods may be warehoused or otherwise held at any place or places at the sole discretion of Company at Customer's sole risk and expense. (b) Should the consignee of the Goods described herein not be in attendance at the address given during normal business hours, when delivery is attempted, an additional charge may be made at prevailing rates for each call until delivery is accomplished. (c) 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 Customer and payment or tender of the net proceeds of any sale after deduction of charges shall be equivalent to delivery. (d) Non-perishable Goods which cannot be delivered either because they are insufficiently or incorrectly addressed, or because they are not collected or accepted by Customer, may be sold or returned at Company's option at any time after the expiration of 30 days from a notice in writing sent to the address which Customer gave to Company for delivery of the Goods. All charges and expenses arising in connection with the sale or return of the Goods shall be paid by Customer. A communication from any agent or correspondent of Company to the effect that the Goods cannot be delivered for any reason shall be conclusive evidence of that fact. (e) Instructions to collect payment on delivery (COD), in cash or otherwise, are accepted by Company upon the condition that Company will be liable for the exercise of reasonable diligence and care only, and shall have no liability if the bank or



- consignee refuses payment for the shipment. (f) Every special instruction to the effect that charges shall be paid by the consignee is and shall be deemed to include a stipulation that if the consignee does not pay the said charges within 30 days of the date set for payment or, if no date is set for payment, within seven (7) days of delivery or tendered delivery of the Goods, then the consignor shall pay the said charges.
20. In the event that either party hereto shall default in the performance of any obligation specified in these Terms & Conditions, the non-defaulting party shall notify the other party hereof in writing and, if such default is not remedied within fifteen (15) working days from the date of such notice, then the non-defaulting party shall have the right to terminate these Terms & Conditions immediately. Termination under this Section shall not relieve or release either party hereto from any rights, liabilities, or obligations which may have accrued prior to the date of such termination.
21. (a) Customer and Company agree that these conditions shall be governed by and construed in accordance with the laws of the State of Texas, without giving consideration to principles of conflict of law. Customer and Company irrevocably consent to the jurisdiction of the United States District Court and the State courts of Harris County, Texas. (b) Customer and Company agree that any actions or proceedings relating to the services performed by Company shall only be brought in said courts and not elsewhere (c) Customer and Company consent to the exercise of in personam jurisdiction by said courts over it. (d) Customer and Company further agree that any action to enforce a judgment may be instituted in any jurisdiction. (e) Customer hereby waives, to the fullest extent permitted by applicable law, the right to a trial by jury in any action or proceeding based upon or related to the subject matter of this contract. This waiver is knowingly, intentionally, and voluntarily made by the Customer.
22. If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws or regulations effective during the term hereof, such provision shall be fully severable and these U.S. Terms & Conditions shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof; the invalidity, in whole or part, of any of the terms included herein, in whole or part, will not affect the remainder. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of these U.S. Terms & Conditions a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible, legal, valid and enforceable.
23. It is the responsibility of Customer to know and comply with all applicable Federal, state and local laws, ordinances, rules, regulations and other requirements and Company shall not be responsible for action taken or fines and/or penalties assessed by any governmental authority against the shipment because of the failure of Customer to comply with the applicable laws, regulations or requirements thereof.
24. Insurance coverage will be obtained only upon express instructions given in writing by Customer and acknowledged by Company and all insurance effected by Company are subject to the usual exceptions and conditions of policies of the insurance company or underwriters taking the risk. Company may declare coverage in any general policy rather than each occurrence separately. Should the insurers dispute their liability for any reason the insured shall have recourse against the insurers only and 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 Company or paid to Company by Customer.
25. (a) Quotations are for informational purposes only, are given on the basis of immediate acceptance, and are subject change or withdrawal at any time. If any changes occur with regard to the cargo weight, cargo dimensions, rates of Freight, Freight Forwarding rates,



- bunker surcharges, currency adjustment factors, surcharges, Customs fees, cartage fees, insurance premiums, or any other charges applicable to the Goods, then any quotations and/or charges shall be subject to revision without prior notice. (b) Professional fees and/or commissions charged to Customer shall be considered earned whether the goods are delivered or not and whether damaged or otherwise. Under no circumstances will any payment of commissions be refunded. (c) Company shall be entitled to recover from Customer for any errors in commission, brokerage charges or Freight rates for any reason. (d) Commissions, brokerage, professional, Freight, Freight Forwarding, duty, sales tax, handling, marine insurance premiums, cartage, packing, storage, and other charges, fees and/or exactions are due and payable by Customer upon the date which appears on Company's invoice unless Company and Customer have agreed in writing to other terms of payment. (e) If Customer does not pay the amount due, in accordance with (d) hereof, Company shall be entitled to charge interest upon the amount due.
26. Customer hereby constitutes and appoints Company, its officers, employees and/or specifically authorized agents to act for and on its behalf as a true and lawful agent and Attorney in Fact of Customer for and in the name, place and stead of Customer, from this date, in the United States and in all Customs Districts, either in writing, electronically, or by other authorized means.
27. In addition to all other amounts payable by Customer, Customer shall immediately on receipt of invoice pay to Company the amount of any increases in Freight, Freight Forwarding or handling charges, for any reason, which occur at anytime before Company has received payment for such services.
28. Company is at liberty to: (a) Deliver goods to carriers, subcontractors and Freight handlers, upon such terms and at such rates which, in its sole discretion, Company may determine, and any contract or agreement or understanding so reached shall not expunge Customer's liability to pay professional fees, commissions, brokerage fees, Freight Forwarding fees or expenses due to Company. (b) Consolidate the Goods into container pallet lots or other convenient package(s). (c) Retain and be paid all brokerage fees, commissions, allowances and other remuneration from any source whatsoever.
29. In the event that these conditions of service conflict with Customer's instructions these U.S. Terms & Conditions shall govern.
30. (a) No servant or agent of Company shall have the power to waive or vary any of the Terms & Conditions hereof unless such waiver or variation is in writing and is specifically authorized and ratified in writing by Company. (b) Company reserves the right to amend these U.S. Terms & Conditions from time to time without notice to Customer.
31. Customer represents to Company that: (a) Customer is not in a significantly disparate bargaining position with the Company. (b) Customer is represented by legal counsel in the transaction relating to this contract for services. Customer hereby expressly waives all rights and remedies under the Texas Deceptive Trade Practices Consumer Protection Act (Texas Business and Commerce Code, Section 17.41, et. seq.), a law that gives consumers special rights and protections, after consultation with an attorney of Customer's own selection.

**Effective from 01/05/2005**