

**AUTHORISATION AND ACKNOWLEDGEMENT OF TRADING CONDITIONS  
WITH QUARANTINE CONDITIONS**

**1. AUTHORITY FOR PURPOSES OF CUSTOMS ACT 1901**

In accordance with section 181 of the *Customs Act* 1901 (Cth) ("**Customs Act**"), \*I / we ("**Customer**") hereby authorise **Platinum Freight Management Pty Ltd (ABN 58 095 228 934)** trading as **TIGHT AS CLEARANCE**, holder of Customs Brokers Licence number 00048 ("**Company**"), its nominees and/or subagents as may be appointed from time to time, to act as \*my / our Customs Broker for the purposes of the Customs Act (as amended from time to time), and for any purpose as required to meet the treatment standards and requirements of the Australian Government Department of Agriculture ("**DOA**") for the importation or exportation of any commodities, at all places in the Commonwealth.

**2. DOA TREATMENT STANDARDS AND REQUIREMENTS**

- 2.1 In order to meet quarantine standards for import or export clearance, DOA may require the commodities to undergo certain treatments. These treatments may include heat treatment and the use of chemicals such as methyl bromide and ethylene oxide ("**Treatment**").
- 2.2 The Customer acknowledges that the Treatment may cause the commodities to be affected in such a way that the commodities are no longer suitable for their intended end use.

**3. A PRUDENT OWNER**

- 3.1 While the Company will liaise with DOA to determine whether the commodity is required to undergo Treatment, the Customer is responsible for their own knowledge regarding the quarantine treatment procedures and processes of DOA. The Customer must access this information for itself and may do so by requesting information in writing from the Company, an independent fumigator and/or DOA.
- 3.2 The Customer undertakes to be responsible for written notice to the intended recipient of the product, whether it is a wholesaler, manufacturer or retailer, of the Treatment that will be or was undertaken. The Customer also undertakes to ensure that the notice is signed by the wholesaler, manufacturer or retailer acknowledging they understand the Treatment process to be undertaken or that will be undertaken. A copy of this signed notice must then be forwarded to the Company no later than 30 days after Treatment has taken place.

**4. INFORMATION AVAILABLE**

- 4.1 The DOA website [www.agriculture.gov.au](http://www.agriculture.gov.au) provides general information on quarantine treatments and standards.
- 4.2 The contact details for DOA may be found on its web site [www.agriculture.gov.au](http://www.agriculture.gov.au).

**5. AVOIDING DAMAGE TO THE COMMODITY**

- 5.1 Without limitation to the Customer's obligations set out at clause 3 above, the Company agrees that it will investigate the most suitable Treatment available for the Customer's particular commodity.

- 5.2 The Company may undertake the investigation of how the standards and requirements of DOA will be met with the least detrimental effect on the Customer's commodity by any one of the following means:
- (a) by seeking advice from an independent fumigator;
  - (b) by sourcing information from DOA;
  - (c) by arranging for a sample of the commodity to undergo a controlled treatment test;
  - (d) by using past experience as a basis for the decision; or
  - (e) any other method with the consent of the Customer.
- 5.3 Where the Company's investigation concludes that the product may be detrimentally affected by the Treatment (meaning the commodity is no longer suitable for its intended use) the Company will advise the Customer of its findings.
- 5.4 The Customer agrees that in order for the Company to fully investigate the safety and the effect of a treatment on a particular commodity, the Company must have sufficient time to investigate the matter. The Company may estimate a sufficient time and notify the Customer of that time period if requested to do so by the Customer.

## **6. CUSTOMER'S CONSENT**

The Customer acknowledges that an investigation may be required into the need for Treatment of a particular commodity. The Customer authorises the Company to conduct an investigation into whether the commodity must receive Treatment. On completion of the Company's investigations the Company may decide that a particular commodity requires Treatment to meet DOA quarantine standards. If the Customer does not consent to the Company's selection of Treatments to be undertaken the Company may at its election and without notice to the Customer:

- (a) refuse to continue to act for the Customer;
- (b) at the cost of the Customer, place the goods in storage until the Customer agrees to Treatment that will satisfy DOA's quarantine requirements; and/or
- (c) where the goods are perishable or the cost of storage and treatment is likely to exceed the value of the goods; arrange for the Treatment and sale of the goods with such sale being on the terms set out in clause 7.11 of the attached Trading Conditions.

## **7. LIABILITY**

- 7.1 The Company does not accept liability for any damage to the Customer's commodity arising from a Treatment undertaken in order to meet DOA quarantine standards and requirements or as a result of the Company's recommendation to have an investigation carried out.
- 7.2 The Company will not be liable for Treatment of the commodity resulting from an incomplete investigation or recommendation by the Company to DOA, where the Customer did not provide the Company with sufficient time to properly carry out its investigation with regard to the potential effect of the Treatment on the commodity.

- 7.3 The Company will not be held liable for any acts or omissions that cause the Customer to suffer loss or any acts of negligence performed by the Company, its directors, employees, nominee's and/or subagents performed in the investigation and/or provision of its services.
- 7.4 Without limitation to the indemnity set out in the Trading Conditions of the Company which are annexed to this Authority, the Customer will indemnify the Company in respect of:
- (a) any costs incurred in carrying out an investigation or the costs associated with Treatment of the goods, where those costs were incurred on behalf of the Customer;
  - (b) any penalties, fines, damages, losses, liabilities, legal costs (calculated on a solicitor client basis) incurred by the Company ("**Cost**") in performing services authorised under this Authority, regardless of whether the Cost was a result of the negligent or wilful act or omission of the Company, its offices, employees, agents, nominees or sub-contractors; and
  - (c) any claims made by sub-contractors or third parties concerning the provision of the Company's services in investigating and arranging suitable Treatment for the commodity.
- 7.5 The Company's liability for any loss or damage resulting directly or indirectly from any act or omission by the Company, its officers, employees, agents, nominees or sub-contractors, in relation to services performed under this Authority is limited to the full extent permitted by the law.
- 7.6 The Customer must have or must take out an insurance policy to cover any damage to the commodity caused by a Treatment required in order to receive DOA's clearance for the commodity to be imported or exported. The insurance policy must cover the full value of the commodity.
- 7.7 There is no need for the Company to suffer or incur any losses, costs, damages, liabilities, judgments, penalties or expenses before requiring payment from the Customer.

## 8. **AUTHORITY FOR GST PURPOSES**

In addition to the authorisation pursuant to **clause 1** of this Authority, the Customer further authorises the Company to quote the Customer's Australian Business Number ABN ..... as may be required by the Australian Taxation Office and *A New Tax System (Goods and Service Tax) Act 1999* and any other related legislation in respect of:

- (a) imported goods at the time of making any form of reporting to the Australian Customs and Border Protection Service or from 1 July 2015, the Australian Border Force ("**ABF**"); and
- (b) exported goods at the time of making any form of reporting to Customs.

## 9. **AUTHORITY FOR ALL OTHER LEGISLATIVE PURPOSES**

Without limiting the generality of the authorisation and appointment pursuant to **clauses 1 and 8** of this Authority, the Customer appoints the Company to act on behalf of the Customer for all purposes contemplated by any Customs Related Law (as that term is defined in the Customs Act) and for any purpose required to assist with import, export or transportation of the goods of the Customer.

**10. AUTHORITY FOR RELATED PURPOSES**

This Authority extends to authorise the Company to attend to all other actions requested by ABF related to the clearance, carriage and delivery of the goods.

**11. ACCEPTANCE OF TRADING CONDITIONS**

11.1 The Customer agrees that all transactions undertaken by the Company, its nominees and/or its agents on behalf of the Customer are done so subject to the Trading Conditions and receipt of which is hereby acknowledged.

11.2 The Customer agrees that it accepts to be bound by this Authority and the Trading Conditions.

11.3 The authorised signatory whose name is set out below warrants that it is authorised to enter into this Authority on behalf of the Customer.

**12. CONSUMER PROVISIONS**

12.1 For the purposes of this **clause 12**, the following definitions apply:

(a) **"Competition and Consumer Act"** means the *Competition and Consumer Act 2010* (Cth);

(b) **"Consumer Contract"** means a contract between the Company and the Customer for a supply of services to a Customer that is an individual whose acquisition of the services is wholly or predominantly for personal, domestic or household use or consumption;

(c) **"Shipping Contract"** means:

(1) a contract of marine salvage or towage; or

(2) a charterparty of a ship; or

(3) a contract for the carriage of goods by ship, which includes a reference to any contract covered by a sea carriage document within the meaning of the amended Hague Rules referred to in section 7(1) of the *Carriage of Goods by Sea Act 1991* (Cth);

12.2 If this Authority applies to a Consumer Contract between the Company and the Customer, that is not a Shipping Contract, then notwithstanding **subclause 7.3**, the Company does not exclude its liability to the Customer where a negligent act of the Company has caused the Customer to suffer loss.

**13. INCONSISTENCY**

Where there is an inconsistency between the terms and conditions of the Trading Conditions, any Customer Credit Application, any fee quotation estimate or agreement and the terms and conditions of this Authority, the relevant documents shall be construed in the following order of priority:

(a) the Trading Conditions;

(b) this Authority;

(c) any customer credit application; and

(d) any fee quotation estimate or agreement.

**14. TERM OF AUTHORITY**

The Company and the Customer agree that this Authority will apply from the date of this Authority until properly terminated by either party.

Dated:

.....	.....
Authorised Signatory	Position with Customer
.....	.....
Full name of Authorised Signatory	Customer name