

AVLOG GLOBAL PTY LTD

Standard Trading Conditions

Effective: 29.12.23 | Version 2.0

These conditions apply to all services provided by AVLOG Global Pty Ltd.

1. DEFINITIONS

In these conditions, unless the context requires otherwise:

- "AVLOG" means AVLOG Global Pty Ltd ABN 86 673 733 938 its employees, agents, and subcontractors.
- "Customer" means the person, company, or entity engaging AVLOG to arrange or provide logistics services, and includes their employees, agents, and principals.
- "Goods" means any cargo, freight, or items accepted by AVLOG for forwarding or handling on behalf of the Customer.
- "Services" means freight forwarding, logistics coordination, customs brokerage facilitation, and related services provided by AVLOG.
- "Carrier" means any third-party airline, courier, shipping line, or transport provider engaged by AVLOG on the Customer's behalf.
- "Dangerous Goods" or "DG" means goods classified as dangerous under applicable laws, including the IATA Dangerous Goods Regulations (DGR), ICAO Technical Instructions, or any equivalent Australian or international standard.
- "AWB" means Air Waybill or any other contract of carriage issued in connection with the Goods.
- "Charges" means all amounts payable to AVLOG including freight, handling, customs, duties, taxes, surcharges, storage, and any other fees.
- "Sub-Agent" means any overseas or domestic agent, correspondent, or third-party logistics provider engaged by AVLOG to perform any part of the Services.
- "Confidential Information" means all commercially sensitive information relating to the Customer's business, cargo, operations, and logistics requirements disclosed to AVLOG in connection with the Services.

2. APPLICATION OF THESE CONDITIONS

1. These conditions apply to all quotations, bookings, and services provided by AVLOG, whether or not a formal written agreement exists.
2. These conditions prevail over any conditions of the Customer unless expressly agreed otherwise in writing by a director of AVLOG.
3. By instructing AVLOG to proceed with any service, the Customer agrees to be bound by these conditions.
4. AVLOG reserves the right to update these conditions from time to time. The current version will be available on AVLOG's website at avlog-global.com.

3. ROLE OF AVLOG — AGENT, NOT CARRIER

5. AVLOG acts solely as a freight forwarding agent on behalf of the Customer. AVLOG does not operate as a carrier and does not take physical possession of the Goods unless expressly agreed in writing.
6. Where AVLOG arranges carriage, customs clearance, warehousing, or other third-party services, it does so as agent of the Customer, and the Customer is bound by the terms and conditions of those third-party providers.

7. AVLOG is not responsible for the acts, omissions, or defaults of any Carrier or third-party service provider except to the extent caused by AVLOG's own negligence.
8. Where AVLOG issues its own documentation (such as a house AWB), this does not alter AVLOG's role as agent, nor does it impose carrier liability on AVLOG.

4. SUB-AGENTS AND OVERSEAS AGENTS

9. AVLOG reserves the right to engage Sub-Agents to perform all or part of the Services, including overseas correspondent agents and third-party logistics providers in destination or transit countries.
10. Where AVLOG engages a Sub-Agent, it does so as agent of the Customer. The Sub-Agent's own terms and conditions will apply to that portion of the Services, and AVLOG accepts no liability for the acts, omissions, or insolvency of any Sub-Agent.
11. AVLOG will exercise reasonable care in selecting Sub-Agents and will, upon request, disclose the identity of any Sub-Agent engaged in connection with the Customer's Goods.
12. The Customer authorises AVLOG to contract with Sub-Agents on the Customer's behalf on such terms as AVLOG considers appropriate in the circumstances, including terms that limit or exclude the Sub-Agent's liability.
13. Where a Sub-Agent has a valid claim or lien over the Goods, AVLOG will not be liable for any resulting delay, costs, or consequences.

5. ELECTRONIC INSTRUCTIONS AND COMMUNICATIONS

14. AVLOG is authorised to act on instructions received by email, electronic data interchange (EDI), or other electronic means from the Customer or their authorised representatives.
15. The Customer bears full responsibility for the accuracy of all electronic instructions and for ensuring that only authorised persons communicate instructions to AVLOG on their behalf.
16. AVLOG shall not be liable for any loss, cost, or delay arising from instructions that are unclear, incomplete, or subsequently found to have been given by an unauthorised person, provided AVLOG acted in good faith.
17. AVLOG may, but is not obliged to, seek verbal confirmation of any instruction it considers unusual or potentially fraudulent. The Customer acknowledges that AVLOG cannot be held responsible for sophisticated fraud or impersonation carried out via electronic means.
18. Electronic records maintained by AVLOG shall be prima facie evidence of the instructions received and actions taken.

6. QUOTATIONS AND CHARGES

19. All quotations are estimates only and are subject to change based on actual weights, dimensions, fuel surcharges, exchange rates, and carrier tariff adjustments.
20. Quotations are valid for the period specified, or if none is specified, for 48 hours from the date of issue.
21. The Customer is responsible for all Charges including freight, terminal handling, customs duties and taxes, storage, demurrage, and any other costs incurred in connection with the Goods.
22. AVLOG reserves the right to apply fuel, currency, security, and other surcharges in line with prevailing carrier and industry rates.
23. All charges are quoted exclusive of GST unless otherwise stated. GST will be applied where applicable under Australian law.

7. PAYMENT TERMS

24. Unless otherwise agreed in writing, payment is due within 30 days of the date of invoice.
25. AVLOG reserves the right to require payment in advance or a deposit for new customers, high-value shipments, or Dangerous Goods consignments.

26. Interest may be charged on overdue amounts at 2% per month or the maximum rate permitted by law, whichever is lower.
27. AVLOG has a general lien over all Goods and documents in its possession for all amounts owing. AVLOG may sell or dispose of Goods in accordance with Clause 8 (Lien) if Charges remain unpaid.
28. The Customer shall not withhold payment or make deductions from invoices on account of any claim or dispute without AVLOG's prior written consent.

8. LIEN

29. AVLOG shall have a general lien on all Goods and documents relating to the Goods in its possession, custody, or control for all sums due at any time from the Customer, including but not limited to freight charges, storage, duties, taxes, expenses, and any other Charges outstanding on any account whatsoever.
30. AVLOG shall also have a general lien against the Customer for any sums due from the Customer or on the Customer's behalf on any other transaction, whether or not related to the specific Goods in AVLOG's possession.
31. If any sum due from the Customer remains unpaid for 30 days (or agreed terms) after written notice has been given to the Customer, AVLOG shall be entitled to sell the Goods (or sufficient part thereof) by public auction or private treaty, without further notice to the Customer or owner.
32. The proceeds of any such sale shall be applied in the following order: (a) costs and expenses of the sale; (b) storage and handling charges; (c) all other outstanding Charges owed to AVLOG. Any surplus shall be paid to the Customer or other person entitled to it. AVLOG shall not be liable for any shortfall in proceeds.
33. AVLOG's lien shall survive the delivery of Goods and shall extend to documents of title and other records held on behalf of the Customer.

9. CUSTOMER OBLIGATIONS

34. The Customer warrants that it is the owner of the Goods or is duly authorised by the owner to engage AVLOG to deal with the Goods on the terms set out in these conditions.
35. The Customer is responsible for ensuring all information provided to AVLOG is accurate and complete, including descriptions, weights, dimensions, values, and any special handling requirements.
36. The Customer is solely responsible for ensuring the Goods comply with all applicable laws and regulations in the country of origin, transit, and destination.
37. Any loss, damage, delay, penalty, or additional cost arising from inaccurate or incomplete information provided by the Customer shall be borne entirely by the Customer.

10. DANGEROUS GOODS

38. The Customer must not tender Dangerous Goods to AVLOG without prior written approval and must comply in all respects with the IATA Dangerous Goods Regulations (DGR), ICAO Technical Instructions, and all applicable Australian and international regulations.
39. The Customer is solely responsible for the correct classification, packaging, labelling, marking, and documentation of all Dangerous Goods, including but not limited to lithium batteries, aerosols, flammable liquids, and aircraft parts containing hazardous materials.
40. The Customer must provide accurate Safety Data Sheets (SDS/MSDS), shipper's declarations, and all required documentation prior to AVLOG accepting the Goods.
41. AVLOG accepts no liability for any loss, damage, delay, fine, penalty, or regulatory action arising from the Customer's failure to comply with Dangerous Goods requirements.
42. AVLOG reserves the right to refuse, return, or destroy any Goods it reasonably suspects are undeclared Dangerous Goods, at the Customer's cost and risk.
43. The Customer indemnifies AVLOG against all claims, costs, losses, and liabilities arising from any undeclared, misdeclared, or improperly packaged Dangerous Goods.

11. LIABILITY

11.1 Limitation as Agent

44. AVLOG's liability to the Customer for any loss, damage, or delay is limited to the lesser of: (a) the actual loss or damage suffered; or (b) AUD \$100 per shipment, except where a higher declared value has been agreed in writing under Clause 11.2.
45. AVLOG's liability in respect of Goods carried by air is further subject to the limits of the Montreal Convention 1999 or Warsaw Convention (as applicable), being the liability of the relevant Carrier.

11.2 Declared Value and Increased Liability

46. The Customer may elect to declare a higher value for the Goods and request increased liability coverage by giving written notice to AVLOG prior to the commencement of the Services.
47. Where a higher declared value is agreed, AVLOG may charge an additional fee commensurate with the increased exposure. Any increased liability shall not exceed the declared value of the Goods.
48. Unless a higher value is declared and agreed in writing, the limitation in Clause 11.1 shall apply. AVLOG strongly recommends the Customer arrange cargo insurance commensurate with the full value of the Goods.

11.3 Exclusions

49. AVLOG is not liable for any loss, damage, or expense arising from:
 - Inherent vice, defect, or nature of the Goods;
 - Inadequate or defective packaging by the Customer;
 - Acts of God, force majeure, or circumstances beyond AVLOG's reasonable control;
 - Delay caused by the Customer, Carrier, customs authorities, or other third parties;
 - Consequential, indirect, or economic loss, loss of profit, or loss of opportunity;
 - Fluctuations in exchange rates or market conditions;
 - Acts or omissions of Sub-Agents engaged in accordance with Clause 4.

11.4 Time Limits for Claims

50. Any claim must be notified in writing within 7 days of delivery (or the date delivery was due). Legal proceedings must be commenced within 9 months of the date of the relevant event. Claims not notified within these timeframes will be absolutely barred.

12. INSURANCE

51. AVLOG maintains professional indemnity and public liability insurance appropriate to its operations as a freight forwarding agent. Evidence of current insurance coverage is available on request.
52. AVLOG does not automatically insure the Goods on the Customer's behalf. The Customer is responsible for arranging appropriate cargo insurance to cover the full value of the Goods for all risks.
53. Where the Customer requests AVLOG to arrange cargo insurance, AVLOG will do so as agent of the Customer and subject to the insurer's terms and conditions. AVLOG's liability in arranging such insurance is limited to the exercise of reasonable care in placing the cover.
54. AVLOG is not responsible for any loss, damage, or liability arising from the Customer's failure to maintain adequate insurance coverage.

13. CUSTOMS AND REGULATORY COMPLIANCE

55. The Customer is responsible for the accuracy and completeness of all information and documentation required for customs clearance, import/export permits, and regulatory compliance.
56. Where AVLOG arranges customs clearance on the Customer's behalf, it does so as the Customer's agent. The Customer remains the importer or exporter of record and is responsible for all compliance obligations.

57. Any duties, taxes, penalties, fines, or costs imposed by customs or any regulatory authority as a result of inaccurate or incomplete information shall be borne by the Customer.
58. AVLOG is not responsible for delays arising from customs examinations, holds, or inspections.

14. CLAIMS PROCEDURE

59. All claims for loss or damage must be submitted to AVLOG in writing within the timeframes in Clause 11.4.
60. Claims must be accompanied by the original invoice, packing list, AWB or transport document, and a written description of the loss or damage with supporting evidence.
61. AVLOG will not be liable for claims where the Goods have been signed for as received in good condition without written notation of damage at the time of delivery.
62. The Customer must take all reasonable steps to mitigate any loss. AVLOG reserves the right to inspect the Goods and packaging before accepting any claim.

15. INDEMNITY

63. The Customer indemnifies and holds AVLOG harmless from all claims, losses, damages, and costs (including legal costs on a full indemnity basis) arising from or in connection with:
 - Any breach by the Customer of these conditions;
 - Inaccurate or incomplete information provided by the Customer;
 - The nature of the Goods, including Dangerous Goods;
 - Any claim by a third party arising from AVLOG's performance of the Services in accordance with the Customer's instructions.

16. CONFIDENTIALITY

64. Each party agrees to keep the other's Confidential Information strictly confidential and not to disclose it to any third party without the prior written consent of the disclosing party, except as required by law or regulation.
65. AVLOG acknowledges that information relating to the Customer's cargo movements, flight operations, AOG requirements, supplier arrangements, and logistics strategy is commercially sensitive and shall be treated as Confidential Information.
66. AVLOG may disclose Confidential Information to its employees, Sub-Agents, and service providers on a need-to-know basis, provided such persons are bound by equivalent confidentiality obligations.
67. The obligations in this clause survive the termination or expiry of the arrangement between the parties for a period of three (3) years.
68. This clause does not apply to information that is or becomes publicly available through no fault of AVLOG, or that AVLOG can demonstrate was independently developed or already known to it.

17. FORCE MAJEURE

69. AVLOG is not liable for any failure or delay caused by circumstances beyond its reasonable control, including but not limited to natural disasters, pandemics, strikes, government actions, war, terrorism, or port or airport closures.
70. AVLOG will notify the Customer as soon as practicable of any such event and use reasonable endeavours to minimise the impact on the Customer's Goods.

18. PRIVACY

71. AVLOG collects and handles personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. Personal information is used solely for the purpose of providing the Services and will not be disclosed to third parties except as required to perform the Services or as required by law.

19. GOVERNING LAW AND DISPUTE RESOLUTION

72. These conditions are governed by the laws of the State of Queensland, Australia. The parties submit to the non-exclusive jurisdiction of the courts of Queensland.
73. In the event of any dispute, the parties agree to first attempt to resolve the matter through good faith negotiation. If unresolved within 14 days, either party may refer the dispute to mediation before the Australian Disputes Centre (or such other mutually agreed mediator) before commencing legal proceedings, except where urgent injunctive relief is required.
74. If any provision is found to be invalid or unenforceable, it shall be severed and the remaining provisions shall continue in full force and effect.

20. GENERAL PROVISIONS

75. These conditions constitute the entire agreement between AVLOG and the Customer in respect of the Services and supersede all prior representations, warranties, or agreements.
76. No variation to these conditions is binding unless agreed in writing by a director of AVLOG.
77. AVLOG's failure to enforce any provision does not constitute a waiver of that provision.
78. These conditions are not intended to confer rights on any third party.
79. The Customer may not assign any rights or obligations under these conditions without AVLOG's prior written consent.