

Expeditors Tradewin Terms and Conditions of Service

All global logistic consulting services (the "Services") provided to the customer (the "Customer"), will be handled by Expeditors Tradewin, a trading name of Expeditors International Pty Ltd ("Tradewin") on the following terms and conditions (the "Conditions"), unless a separate duly executed consulting agreement is issued by Tradewin, in which event any conflict between the two shall be resolved by reference to the terms of the separate agreement. No agent or employee of Tradewin shall have any other authority to alter or waive any of the provisions of the terms and conditions set forth below, unless such waiver variation is in writing signed by an executive officer of Tradewin.

1. The customer will furnish to Tradewin in a timely manner all information and documents necessary or useful to provide the Services. The Customer warrants the accuracy and completeness of all documents and information furnished to Tradewin.
2. Tradewin is authorized to deliver the Services by selecting or engaging other Contractors ("Subcontractors") to provide some or all of the Services. Tradewin will use reasonable care in the selection of Subcontractors.
3. Tradewin will be liable for a claim or demand only if the damages alleged to have been suffered are proven to be caused by the sole negligence of Tradewin. In no event shall Tradewin be liable to the Customer for incidental, consequential, punitive or other indirect damages. In the event of any claim made by a third party against Tradewin, the Customer will indemnify, defend and hold harmless Tradewin, its officers, employees and agents from any and all liability, loss, damages, claims, liens, costs and expenses, including legal fees, incurred as a result of the negligent acts or omissions of the Customer, its officers, employees and agents.
4. In no event shall Tradewin be liable for any act, omission or default in connection with the Services unless a written statement and proof of claim thereof ("Claim") is presented to Tradewin within sixty (60) days from the date of discovery of the Claim. In any event, Tradewin shall be discharged from all liability in respect of any loss, damage, cost or expense in connection with the Services unless suit is brought within one (1) year after completion of the Services.
5. Notwithstanding anything herein contained, Tradewin shall continue to be subject to any implied warranty provided by the Trade Practices Act 1974 [as amended] if and to the extent that the said Act is applicable to these Conditions and prevents the exclusion, restriction or modification of such warranty. The liability of Tradewin, if any, for breach of any warranty so implied shall be limited at the option of Tradewin to the supply of the Services again or to the payment of the costs of having the Services supplied again.
6. All the rights, immunities and limitations of liability in these Conditions shall continue to have their full force and effect in all circumstances and notwithstanding any breach of these Conditions by Tradewin or any other person entitled to the benefit of the provisions of these Conditions.
7. It is hereby agreed that if any provision, or part of any provision of these Conditions is unenforceable such unenforceability shall not affect any other part of such provision or any other provision hereof.

8. Every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to Tradewin or to which Tradewin is entitled hereunder shall also be available and shall extend to protect:
 - a. All Subcontractors;
 - b. Every servant or agent of Tradewin or of a subcontractor;
 - c. Every other person [other than Tradewin] by whom the Service or any part thereof are provided;
 - d. All persons who are or may be vicariously liable for the acts or omissions of any person falling within [a] [b] or [c] hereof and, for the purpose of this Clause, Tradewin is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them and all such persons and each of them shall to this extent be or be deemed to be parties to this Contract.
9. It is the Customer's responsibility to know and comply with the laws and regulations of all governmental agencies. Except as may be otherwise provided in Clause 4, Tradewin shall not be responsible for the consequences of any action taken, fines or penalties assessed by any governmental agency against the Customer. The Customer recognizes that governmental laws, regulations and interpretations are subject to change from time to time. Unless explicitly agreed in writing and signed by Tradewin and the Customer, Tradewin shall have no ongoing obligation to update the Services.
10. Tradewin will prepare invoices that will be paid by the Customer in the ordinary course of business. The Customer agrees to keep its account current. In any referral for collection or other action against the Customer related to monies due to Tradewin, the Customer agrees to pay the expenses of collection and/or litigation, including legal fees and interest.
11. Information provided by the Customer in connection with the Services is confidential and, except as otherwise may be required by law, will not be disclosed to any third party nor used by Tradewin for any other purpose without the written consent of the Customer. Information provided by Tradewin in connection with the Services is confidential and proprietary, and except as otherwise may be required by law, will not be disclosed to any third party nor used by the Customer without the written consent of Tradewin and shall remain at all times the sole property of Tradewin. Any intellectual property created or owned by Tradewin, including, but not limited to, databases, reports, surveys and other consulting products are Tradewin's confidential and proprietary information, whose title and interest shall remain vested with Tradewin.