

## TERMS OF QUOTATION

- I. All Business with Röhlig Australia Pty. Ltd. undertaken and performed is in line with the Company's Terms and Conditions of Trade, a copy of which is available on request or on our website. By accepting this quotation, you confirm that you have the full text of these Conditions in your possession, that you understand them and that you agree with them being fully applicable on the service quoted for.
- II. Rates quoted for transportation are based on tariffs currently in force with the carriers and are subject to our terms and conditions of trade. Ocean Freight is based on the Currency Adjustment Factor/Bunker Adjustment Factor prevailing at the time of shipping and will have to be adjusted if any changes occur. However, we will endeavor to give early notice wherever possible.
- III. All origin / destination charges are additional where not specifically mentioned.
- IV. Forwarding quotation covers general cargo only. Quotations for dangerous goods, upper deck cargo, perishable, valuable cargo, and/or not suitable for stowage in standard 20' or 40' containers (Ocean freight) are available on request.
- V. Quarantine Fees, Duty, GST and any other statutory government charges payable are not included in our quotes unless specifically mentioned.
- VI. We recommend that you ensure that your suppliers are aware of all regulations laid down by DAWR (Department of Agriculture and Water Resources) for all cargo. The details of those requirements can be found at: <http://www.agriculture.gov.au/biosecurity>.
- VII. Cost for fumigation or any other treatment directed by the DAWR (Department of Agriculture and Water Resources) is additional unless specifically mentioned.
- VIII. All freight and ancillary charges as per agreement are due and payable to Röhlig Australia Pty. Ltd. regardless of the existence of, or planned lodgment of a claim for loss or damages by either the consignor or consignee as per our Terms and Conditions of Trade.
- IX. All delivery / pick up rates are based on services rendered between regular business hours, that is to say from Monday to Friday, from 8 AM until 5 PM, and are based on business pick up / deliveries only / and premises having suitable loading / unloading equipment. Any request for additional services is not included in our quotation unless stated.
- X. We highly recommend transport insurance is taken by all clients to cover any loss, damage or theft of goods in transit. Röhlig Australia Pty. Ltd. can arrange for transport insurance if requested, premiums and costs for procuring insurance to be borne by the Client.
- XI. Currently exchange rates are calculated using Westpac TT sell rates, a CAF % will be applied.
- XII. Where no credit arrangements have been agreed, payment is required COD in Australian Dollar.
- XIII. Local Port charges are set by the shipping line and will have to be adjusted should a change occur.
- XIV. Unless otherwise specifically stated, all amounts payable under this Agreement are expressed on a GST exclusive basis. If GST is payable on a taxable supply, then the amount payable for the taxable supply will be the amount specified in this Agreement plus GST.
- XV.

Weight/measurement conversion	International Airfreight	1 cbm = 167 kg
	Domestic Airfreight Cartage	1 cbm = 250 kg
	Seafreight LCL	1 cbm = 1000 kg (minimum 1 cbm)
	Longhaul domestic Cartage	1 cbm = 333 kg
- XVI.

Container Detention:

Shipping Lines provide between 7-10 calendar days free time use of their import and export containers, shorter period may apply for special equipment and temperature controlled containers, detention is applicable after that time.

Free time starts based on the first day of the container availability (import) or first day of collection of the empty container (export).

Container Detention charges are fluctuating and are charged per day on a rising scale, referred to as 1st period, 2nd period, and thereafter.

We request 2 full working days written notice to organize empty/full pickup of container. Any detention incurred as a result of later written notification (verbal is not acceptable) will be invoiced to yourselves accordingly. Shipping lines include weekends and public holidays in the fee use.

Any Container detention fees will incur a processing fee of AUD 40.00 per invoice.

Futile trips will be charged depot to depot at a rate determined by the carrier.

Truck waiting time (Demurrage) applies after 1 hour at wharf, at a rate determined by the carrier.
- XVII.

Tailgate Inspection:

When tailgate inspection is required, the carrying company levies a redirection fee per container. Where full container are to be delivered outside metropolitan area or on certain commodities, a mandatory tailgate inspection by Australian Quarantine Service is required. Both these services will be charged as per our standard rate schedule
- XVIII. Vehicle Booking System Charges – Cancellation Fee / no show fee per slot will be charged as per our standard rate schedule
- XIX. Storage charges at sea port / airport or warehouse incurred by shipments that are not collected by their owners: in the event of the goods being abandoned or uncollected, all the freightage, terminal expenses, warehousing charges at the seaport / airport or warehouse and customs charges, as well as the eventual costs of returning the goods shall be paid by whom has contracted the carriage service. In case of abandonment of cargo, the customer as well as both shipper and consignee on any transport document issued for this cargo shall remain fully liable for all costs that arise from the removal and / or disposal of the abandoned goods and all related costs and fees.
- XX. By requesting this quotation, the Customer warrants to Röhlig Australia Pty. Ltd., its agents and successors, that both the transportation of the cargo and the cargo itself for which this quotation is given, do not and will not violate any applicable law of the European Union, the United Nations, the USA or of individual Countries which have adopted in the fight against terrorism or which impose trade restrictions, such as embargoes and/or sanctions. In the event that such transportation violates any applicable law or regulation, the customer will defend, indemnify, and hold-harmless Röhlig Australia Pty. Ltd., its agents and successors from any and all liability, costs, expenses, and attorney's fees resulting from such violation. Röhlig Australia Pty. Ltd. assumes no obligation to undertake or assist Customer in any remediation of any such violation.

- XXI. In regards to Sea Freight shipments loaded at, or discharged from, vessels at all United States ports. Carrier intends to enter into Negotiated Rate Arrangements (NRA) with its customers where applicable. This proposal is an offer to you to enter into a confidential Negotiated Rate Arrangement (NRA). You may accept this offer by (1) sending us an email specifying the Rate Proposal Number and stating that you accept the rates; (2) signing and sending the signed Rate Proposal back to us; or (3) by booking or tendering cargo in accordance with this offer.  
Notice: "THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT."  
Your acceptance will cover all shipments during the term of this Agreement, subject to any later amendment to which both parties agree.
- XXII. The principal must inform the freight forwarder and abide at the time of giving the instructions, to all regulations concerning marine safety regulations (e.g. SOLAS) and needs to provide instructions if trademark and industrial property rights of third parties e.g. license restrictions arising from the Ownership of the product as well as statutory provisions and official restrictions which may cause problems in the order procedure.
- XXIII. Röhlig Australia Pty. Ltd. shall never be liable for any delay of whatsoever kind or length, all dates of delivery provided by Röhlig Australia Pty. Ltd. should always be considered a non-binding indication of expected delivery, subject change without further notice.
- XXIV. If either Party delays or fails to perform its obligations hereunder, that Party will be excused to the extent that such delay or failure (a) is caused by an event, occurrence or condition beyond its reasonable control and (b) has not been caused and/or contributed by the fault or negligence of the affected Party. This will include: Acts of God; floods, windstorms, natural disasters; epidemics and pandemics (declared and undeclared); fires or explosions not foreseeable or preventable by Carrier; wars (declared or undeclared), riots, civil unrest, sabotage or acts of terrorists not foreseeable or preventable by Carrier; strikes, lockouts, labor unrest; actions by any governmental authority (whether later found to be invalid); court injunction or order; or embargoes. The party affected by a Force Majeure event must without undue delay provide written notice to the other, explaining in detail the full particulars and expected duration of the Force Majeure event, and shall use its best efforts to remedy the delay if it can be remedied.
- XXV. Any claim or dispute arising hereunder or in connection herewith the contractual relationship between the parties shall be governed by the law of the State or Territory of Australia in which the Company has its principal place of business and shall be finally settled in accordance with the rules of arbitration of the International Chamber of Commerce to the exclusion of due process of law.
- XXVI. For information regarding our data-privacy, please visit and refer to: <http://www.rohlig.com/data-privacy.html>

	Waiting Time Wharf/Premises (Standard Trailer)	Waiting Time Wharf/Premises (Sideloader)	Waiting Time Wharf/Premises (Drop Trailer)	Waiting Time Wharf/Premises (Air Freight)	Waiting Time Wharf/Premises (LCL Sea Freight)
Queensland	60 Min per 20' 90 Min per 40'	30 Min per 20' 30 Min per 40'	60 Min per 20' 60 Min per 40'	30 Min	60 Min
New South Wales	60 Min per 20' 90 Min per 40'	30 Min per 20' 30 Min per 40'	60 Min per 20' 60 Min per 40'	30 Min	60 Min
Victoria	60 Min per 20' 90 Min per 40'	30 Min per 20' 30 Min per 40'	60 Min per 20' 60 Min per 40'	30 Min	60 Min
South Australia	60 Min per 20' 60 Min per 40'	60 Min per 20' 60 Min per 40'	60 Min per 20' 60 Min per 40'	30 Min	30 Min
Western Australia	60 Min per 20' 60 Min per 40'	60 Min per 20' 60 Min per 40'	60 Min per 20' 60 Min per 40'	<250kg 10 Min >250kg 30 Min	60 Min
	Pre-Load / Via Yard Fee (Sideloader)	Heavy Surcharge Applicable from Gross Weight (Sideloader)	Heavy Surcharge	Futile Trips (Metro only) *Excludes Booking Cancellation and Processing	Storage at Transport Yard Per Day (Excl. Customs Held Cargo)
Queensland	AUD 180.00 per 20' AUD 240.00 per 40'	24 tons	AUD 180.00 per 20' AUD 180.00 per 40'	AUD 180.00 per 20' AUD 180.00 per 40'	AUD 35.00 per 20' AUD 50.00 per 40'
New South Wales	AUD 120.00 per 20' AUD 120.00 per 40'	21.5 tons	AUD 250.00 per 20' AUD 250.00 per 40'	AUD 145.00 per 20' AUD 145.00 per 40'	AUD 30.00 per 20' AUD 60.00 per 40'
Victoria	AUD 180.00 per 20' AUD 220.00 per 40'	22 tons	AUD 220.00 per 20' AUD 220.00 per 40'	No fixed rate, charged per delivery zone	AUD 30.00 per 20' AUD 60.00 per 40'
South Australia	AUD 185.00 per 20' AUD 185.00 per 40'	24 tons	AUD 180.00 per 20' AUD 180.00 per 40'	AUD 180.00 per 20' AUD 180.00 per 40'	AUD 25.00 per 20' AUD 35.00 per 40'
Western Australia	AUD 174.00 per 20' AUD 220.00 per 40'	24 tons	AUD 39.00 per 20' AUD 77.00 per 40'	80% of transport rate	AUD 35.00 per 20' AUD 40.00 per 40'