

AUTHORITY AND ACKNOWLEDGEMENT OF TRADING CONDITIONS

1. AUTHORITY FOR PURPOSES OF CUSTOMS ACT 1901

In accordance with section 181 of the *Customs Act 1901* (“**Customs Act**”),

*I/we _____
hereby authorize **Keys Freight & Logistics ABN: 50 600 538 029**, holder of Customs Brokers Licence number **01946C** (“**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), at all places in the Commonwealth.

2. AUTHORITY FOR GST PURPOSES

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

- (a) Imported goods at the time of making the entry for home consumption Import Entry, Import Declaration or other form of reporting to the Australian Customs & Border Protection Service (“**Customs**”); and
- (b) Exported goods at the time of making the Export Entry, Export Declaration or other form of reporting to Customs.

3. AUTHORITY FOR ALL OTHER LEGISLATIVE PURPOSES

Without limiting the generality of the authorisation and appointment pursuant to **clauses 1 and 2** 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.

4. AUTHORITY FOR RELATED PURPOSES

The authorisation and appointments in **clauses 1, 2 and 3** of this Authority extend to authority to the Company to attend to all other actions requested by Customs related to the clearance, carriage and delivery of any goods.

5. ACCEPTANCE OF TRADING CONDITIONS

- 5.1 The customer agrees that all transactions undertaken by the Company, its nominees and/or its agents on behalf of the Customer and done so subject to version 2 of the Standard Terms and Trading Conditions of the Company which are annexed ("**Trading Conditions Version 2**") and receipt of which is hereby acknowledged.
- 5.2 The Customer agrees that it accepts to be bound by this Authority and the Trading Conditions.
- 5.3 The Authorised Signatory whose name is set out below warrants that it is authorised to enter into this Authority on behalf of the Customer.
- 5.4 The Company acknowledged and accepts that Australian Customs legislation and practices requires all licensed Customs Brokers to advise the Australian Customs and Border Protection Service (ACS) if they become aware of information that has been provided to Customs by or on behalf of a client of the broker is false, misleading or incomplete. The broker must, as soon as practicable after becoming aware of the error or omission, provide written particulars of the incident to the Chief Executive Officer of Customs.
- 5.5 The Company acknowledges that any information proffered by Keys Freight & Logistics in the respect of customs duties including but not limited to tariff classification, customs valuation and country of origin requirements is opinion only. The Company acknowledges that the only organisation able to provide binding rulings is the Australian Customs & Border Protection Service (ACS). Neither Keys Freight & Logistics nor any of its principals, employees or associates accepts responsibility for the accuracy of any advice that is not subsequently verified by a ruling from the ACS.
- 5.6 In addition we acknowledge that it is solely The Company's responsibility, as the owner of the imported goods to instruct, where feasible, Keys Freight & Logistics to seek duty relief under an appropriate Australian Government concession provision.

5.7 The Company acknowledges that we have been provided with a copy of the standard Trading Conditions of Keys Freight & Logistics (and its subsidiary and/or associated companies or agents) and is aware that in acting in its capacity as our agent Keys Freight & Logistics is entitled to ear and retain profits and commissions customarily associated with their business.

6. INCONSISTENCY

Where there is an inconsistency between the terms and conditions or the Trading Conditions, and 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 with the Company;
- (d) any fee quotation estimate or agreement

7. TERM OF AUTHORISATION

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

8. LAW & JURISTITION

This acknowledgement shall be governed and construed in accordance with the laws of Western Australia.

Dated: _____

Authorised Signatory

Full name of Authorised Signatory

Position with Customer

Customer Name