

Insert consignee/notify party letterhead here

To Five Star Shipping & Agency Company Pty. Ltd.

“We hereby appoint “SUCCESS LOGISTICS AUSTRALIA PTY LTD.....”

to take delivery of cargo consigned to our company on our behalf using Electronic Delivery Orders (EDO), Electronic Import Delivery (EIDO) or hard copy delivery orders.

Name .....

Position .....

Signature ..... Date ...../...../.....

Affix Company Stamp Here →

TERMS AND CONDITIONS OF THE EQUIPMENT HANDOVER AGREEMENT

Article 1

The equipment is loaned to the merchant ( The merchant includes the consignee/notify party or the receiver of the goods) on the terms and conditions provided and is subject to the payment by the merchant to the company of container demurrage charges as set out in the COSCO demurrage policy.

Article 2

The merchant hereby acknowledges that the equipment referred to in this Receipt is in good order and condition except if noted at the time of delivery and that he has satisfied himself as to the condition of the equipment and as to its suitability and fitness for the purposes for which he requires the equipment. All conditions and warranties other than those expressed herein are hereby excluded.

Article 3

The merchant shall complete promptly and expeditiously the use for which the equipment has been loaned and shall return the equipment safely and expeditiously to the Company (Five Star Shipping & Agency Company Pty Ltd or its Agents) at the place received or such other place or places as the Company may designate in the same order and condition as at the commencement of the loan.

Article 4

The merchant shall not permit the equipment to go out of his possession, use or operation without the consent of the Company in writing and the merchant shall be responsible to the Company for the performance of the terms and conditions herein provided notwithstanding that the equipment may be in the possession, use or operation of any other person, firm, persons or firms pursuant to the said written consent of the Company.

Article 5

The merchant shall be responsible to the Company for any loss of or damage to the equipment occurring whilst the equipment is in the possession, use or operation by the merchant or any other person or persons.

Article 6

The merchant shall indemnify and keep indemnified the Company and shall hold it harmless against any and all claims for loss of or damage to or delay or arrival of the proper transport by means of the use, operation or possession of the equipment.

Article 7

The merchant shall indemnify and keep indemnified the Company and hold it harmless against any and all loss, damage, liability, claims, demands, actions, suits, proceedings, costs and expenses including without limitation legal costs suffered or incurred by the Company arising out of or connected with or resulting from injuries to or death of any person or loss of or damage to property of any person arising out of or connected with or resulting from the use, operation or possession of the equipment between the commencement of the loan and the return of the equipment whether caused by negligence of the merchant or his servants or agents or by the negligence of any other person or person whatsoever and howsoever arising.

Article 8

The Merchant shall indemnify Five Star Shipping & Agency Co. Pty Ltd ('Five Star') for all costs and charges (including but not limited to mercantile collection agency costs/commissions and legal fees on a solicitor/client basis) incurred by Five Star in the collection of overdue amounts.

TERMINAL STORAGE CHARGES

The consignee/receiver agrees to pay applicable storage charges to the terminal operator at whose terminal the containers, the subject of the Import Net Import Delivery Order or any other delivery order, are stored beyond the free time period as notified and at the rates levied by the terminal operator in accordance with the published schedule, copies of which are available upon request from that operator.