

TERMS AND CONDITIONS

CNL Logistics Customer Terms and Conditions (“Terms and Conditions”)

These terms and conditions apply to all services provided by CNL Logistics.

IMPORTANT NOTICE

When You use the services of CNL Logistics You are agreeing, on behalf of yourself and on behalf of anyone else with an interest in the Shipment that these Terms and Conditions listed below shall apply from the time the Carrier accepts the Shipment, unless otherwise agreed in writing by an authorized officer of CNL Logistics.

“Shipment” means all documents, packages, parcels or heavy freight Shipments that travel under one waybill with a Carrier partner of CNL Logistics so that the invoice for that Shipment comes from CNL Logistics. Every Shipment is authorized to be transported on a limited liability basis as provided herein.

“Carrier” means a transportation company that picks up, transports and delivers Shipments.

“CNL Logistics” means CNL Logistics, any affiliate of CNL Logistics.

“You”, “Your” or “Yourself” means your company and You as an authorized representative of your company.

1. CNL Logistics Account

When You use the services of CNL Logistics You agree that You are an authorized representative of your company and that You are opening an account with CNL Logistics for your company. By ordering services from CNL Logistics You, and your company, understand that CNL Logistics is not a transportation company. You will not receive transportation services directly from CNL Logistics but will receive discounted billing from CNL Logistics for shipping services provided by a Carrier or Carriers.

You agree to the terms and conditions in the CNL Logistics Account Application. You agree that the information provided in the CNL Logistics Account Application is for the purpose of obtaining credit and is warranted to be true. By signing the CNL Logistics Account Application You authorize CNL Logistics to investigate the references provided pertaining to Your credit and financial responsibility.

CNL Logistics may cancel Your account at any time without prior notice to You for any reason or no reason. You agree that if the account is cancelled you will pay for all shipments made under the account even if invoiced after the cancellation date.

2. Subject to the Terms and Conditions of Carriers

You agree that all Shipments are subject to the terms and conditions of the Carriers, as well as these Terms and Conditions. Each Carrier has specific restrictions and prohibitions that You agree to become familiar with prior to tendering any Shipments to Carriers. You agree to review and comply with all terms and conditions of the Carriers, which are available on their websites and/or air waybills or BOL. You warrant to CNL Logistics and to the Carrier that all information provided by You is true, complete and accurate, that the Shipment was prepared in secure premises by Your employees, that You employed reliable staff to prepare the Shipment, that You protected the Shipment against unauthorized interference during preparation, storage and transportation to the Carrier, that the Shipment is properly marked and addressed, that all applicable customs, import, export and other laws and regulations have been complied with and that the waybill has been signed by You or Your authorized representative.

3. Rates

use the rates without authorization from CNL Logistics. You agree not to resell the services of CNL Logistics to other companies and You agree to immediately notify CNL Logistics if another company is found to be using Your CNL Logistics account. These rates are subject to change without notice. These rates may also change if the characteristics of the actual Shipment differ from those reported by You such as weight, dimension, commodity and other conditions not accurately described at the time the Shipment is processed.

4. Packaging

You acknowledge that You have properly packaged the Shipment to ensure safe transportation with ordinary care in handling and that the Shipment packaging meets the requirements of the Carriers and industry standards for packaging of such goods for transport as described in the Carrier's terms and conditions. You further acknowledge that the contents of the Shipment were not damaged and were in good working order prior to shipment, unless otherwise noted by you prior to shipment and that you have done nothing to conceal the contents of the Shipment or any possible damage to the contents of the Shipment prior to the Shipment being tendered to the Carrier or thereafter.

5. Loss or Damage Claims

You agree that CNL Logistics acts solely as a Third Party "bill to" and bears no express or implied liability for Shipments. You agree that CNL Logistics has not expressed or implied that CNL Logistics is a Carrier, or represents a specific Carrier.

You agree that any service failure, late freight, loss or damage claim is handled directly by the Carrier that transported the Shipment and that payment to CNL Logistics is not subject to nor conditional upon a Carrier's settlement or refusal to pay a claim. You acknowledge and agree that CNL Logistics is a support and technology company and is not a transportation company and that only the Carrier can be held liable for service claims.

6. Insurance

You understand that and agree You are responsible for arranging for any shipment delay or damage coverage directly with the carrier for Shipments booked through CNL Logistics. CNL Logistics is not responsible for any cargo damage, delay or loss of Shipments moved through an CNL Logistics Carrier. You may select a shipment warranty product through FreightSafe on the CNL Logistics website but CNL Logistics is under no obligation to provide this service. The FreightSafe product is a transportation services warranty and not insurance. If you choose the FreightSafe product, its terms and conditions listed on the CNL Logistics website will apply. If You choose not to insure the Shipment You agree to accept the Carrier's standard liability, if granted by the Carrier, under their terms and conditions. You further agree to accept the Carrier's decision, whether You chose insurance or not, as full and final resolution of your claim.

7. Customs Processing

The Carrier will process Your Shipment for customs clearance in the country of its destination. Customs clearance procedures may vary widely in different countries. You agree that payment to CNL Logistics is not subject to nor conditional upon any actions or delays of the customs officials.

8. Payment

You agree to pre-pay CNL Logistics for all movements. Account holders must pay within 7 days FROM DATE OF INVOICE except invoices for Duties and Taxes which you agree to pay immediately upon receipt of the invoice. You agree that in the event Your account is not paid according to the terms above or as described on the invoice Your discounts may be reduced, therefore shipment pricing may increase, on all delinquent amounts over 30 days late. You also agree that CNL Logistics may have Shipments and freight

attorney fees if incurred, will also be Your responsibility. Duties and Taxes may be up to 6 months after invoice. Payment terms to CNL Logistics will not be extended due to pending issues with Carriers. Despite any instructions to collect payment from any other Third Party or Your confusion about whom to pay, You agree to remain responsible to pay Your CNL Logistics invoice within the terms above.

9. Security

You agree to send goods and materials in compliance with the Carrier's requirements and security restrictions in place at the time of the shipment. You will only ship goods and materials that you own or originate with You or Your company.

10. Dangerous Goods

If You ship dangerous goods, as defined by the Carrier, You agree to all the terms and conditions of the Carrier regarding these items, including but not limited to proper packaging, preparation for transport, training and updating employees, and paperwork requirements. You further represent that your employees have been properly trained in the handling and transportation of these items and will present certification and other paperwork if requested. In the event of a breach of any requirement regarding dangerous goods you agree to indemnify and hold harmless CNL Logistics from all loss and liability arising from said shipment(s) and/or breach.

11. Miscellaneous

Except as expressly stated herein, there are no other warranties, express or implied, by operations of law or otherwise, of the services furnished by a particular purpose or arising from a course of dealing or usage or trade. CNL Logistics shall have no other liability to You in connection with the services furnished, including without limiting the generality of the foregoing, any liability for direct, indirect, incidental, special or consequential damages or any injury or damages to persons and property. CNL Logistics will not be liable for goods or materials damaged by shipment. In addition CNL Logistics is not liable for any loss or damage arising out of circumstances beyond its control. These include but are not limited to: electrical or magnetic damage to, erasure of, electronic or photographic images, data or recordings; acts of God, acts of public authorities acting with actual or apparent authority; acts or omissions of customs or similar authorities insufficient information provided by You; the application of security regulations imposed by the government; a government agency hold; riots, strikes or other labor disputes; civil unrest; industrial action' disruptions of any kind in air or ground transportation networks such as weather phenomena and natural disasters.

These Terms and Conditions supersede any other terms or conditions provided to You by anyone at CNL Logistics unless in writing.

Any claim made by you against CNL Logistics with respect to any services provided by CNL Logistics or a Carrier must be made in writing and delivered to CNL Logistics within the terms required by the Carrier or within 14 days of the date of the invoice, whichever is earlier, and any claim not made or notified as above will be deemed to be waived and absolutely barred except where You can demonstrate it was impossible for You to comply with this time limit and that You made the claim as soon as it was reasonably possible for You to do so.

Notwithstanding the above, CNL Logistics shall in any event be discharged of all liability whatsoever howsoever arising with respect to any services provided to You by CNL Logistics or any Carrier unless suit is brought and written notice thereof is given to CNL Logistics within 6 months from the date the event or occurrence alleged to give rise to a cause of action against CNL Logistics.

Any dispute arising under or in any way connected with these Terms and Conditions apply shall be subject, for the benefit of CNL Logistics, to the non-exclusive jurisdiction of the courts of, and governed by the law of the country or state of the party involved in the shipment that is responsible for payment of the CNL Logistics invoice and said party irrevocably submits to such jurisdiction, unless contrary to applicable law.

The advice and information given to You by CNL Logistics is provided for You only and You agree not to pass on any such advice or information to any third party without CNL Logistics' written consent. You agree to indemnify CNL Logistics against all loss and damage suffered as a consequence of Your breach of this requirement.

You consent to the use, publication and processing of the information contained in Your Account Application by CNL Logistics, its Carriers and other vendors who might request this information to further assist You in Your transportation needs. CNL Logistics will not share your information with anyone other than companies associated or affiliated with CNL Logistics. All information is stored securely in accordance with local data protection law. Please refer to the links below for CNL Logistics' Policies relating to General Data Protection Regulation (GDPR):

The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.

You have read and agree to all these CNL Logistics Terms and Conditions and you acknowledge that You have read and agree to the Carrier's terms and conditions.

PRIVACY NOTICE

Privacy Notice

This privacy notice explains how CNL Logistics collects, uses, shares and safeguards Personal Data (information that allows CNL Logistics to identify or contact you) and Non-Personal Data (information that does not directly identify you as you interact with the Sites) on www.CNLLogistics.com, the customer interface Webship, mobile applications, customer information on our proprietary software XMS and any other digital services and platforms officially operated or used by CNL Logistics from time to time ("Sites") as well as by phone or by paper. It will notify you of the following:

- 1.What personally identifiable information is collected from you through the Sites, how it is used and with whom it may be shared.
- 2.What choices are available to you regarding the use of your data.
- 3.The security procedures in place to protect the misuse of your information.
- 4.How you can correct any inaccuracies in the information.

Registration

In order to use the Sites a user must first complete the registration form. During registration a user is required to give certain information (such as name and email address). This information is used to contact you about the products/services on the Sites in which you have expressed interest. At your option, you may also provide demographic information (such as gender or age) about yourself, but it is not required.

Information Collection, Use, and Sharing

We are the sole owners of the information collected on the Sites. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone.

your information with any third party outside of our organization, other than as necessary to fulfill your request, e.g. to ship an order.

Your rights

Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy. You may elect to stop receiving our marketing emails by following the unsubscribe instructions included in such emails.

We send notification emails relating to specific shipments when it is necessary to do so.

Orders

We request information from you on our order form. To buy from us, you must provide contact information (like name and shipping address) and financial information (like credit card number, expiration date). This information is used for billing purposes and to fill your orders. If we have trouble processing an order, we'll use this information to contact you.

Email / IP Addresses

We hate spam and assume you do also. We won't sell your email address or give your IP Address to anyone. We use IP addresses internally to maintain system security, analyze trends, manage our product and services and gather aggregated data for analysis. We will also use your email and information to communicate with you in conjunction with services we offer .

Your Access to and Control Over Information

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

See what data we have about you, if any.

Change/correct any data we have about you.

Have us delete any data we have about you.

Express any concern you have about our use of your data.

If you are under 16 years of age

If you're under the age of 16, you may not have an account on the Service. We do not knowingly collect information from or direct any of our content specifically to children under 16. If we learn or have reason to suspect that you are a user who is under the age of 16, we will unfortunately have to close your account. Please see the Agreement for information about account termination.

Cookies

We use "cookies" on this site. A cookie is a piece of data stored on a site visitor's hard drive to help us improve your access to our site and identify repeat visitors to our site. For instance, when we use a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on our site. Cookies can also enable us to track and target the interests of our users to enhance the experience on our site. Usage of a cookie is in no way linked to any personally identifiable information on our site.

Sharing

We use an outside shipping company to ship orders, and a credit card processing company to bill users for goods and services. These companies do not retain, share, store or use personally identifiable information for any secondary purposes beyond filling your order.

And/or:

We partner with another party to provide specific services. When the user signs up for these services, we will share names, or other contact information that is necessary for the third party to provide these services. These parties are not allowed to use personally identifiable information except for the purpose of providing these services.

Links

This website contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information. Please note that if you move to another site not operated by CNL Logistics you may be subject to the privacy policies of these third-party sites.

Surveys & Contests

From time-to-time our site requests information via surveys or contests. Participation in these surveys or contests is completely voluntary and you may choose whether or not to participate and therefore disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip code, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site.

Security

We take commercially reasonable security precautions to help protect your information. When you submit personal information via the website, your information is protected both online and offline.

Wherever we collect personal information (such as name, address, email), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a lock icon in the address bar and looking for "https" at the beginning of the address of the Web page.

While we use encryption to protect personal information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

We restrict access to your Personal Data to certain companies who need the data to operate, develop, or improve the Services. These individuals or partner organizations are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

In the event we determine the occurrence of a data security incident, we will notify you by mail, post, telephone or other means as permitted by law.

Access to information.

You have the right to access information held about you.

Right to deletion, rectification and data export. We permit you to delete, rectify and export information you have provided to us, subject to the conditions of our Customer Terms and our legal obligations set out

below.

Retention. We retain Personal Data for as long as we provide the Services to you or your account remains open. However, we may keep some data after your account is closed or you cease using the Service, for the purposes set out below.

After you have closed your account we may retain Personal Data where reasonably necessary to comply with our legal obligations (including law enforcement requests), meet regulatory requirements, maintain security, prevent fraud and abuse, resolve disputes, enforce our Customer Terms, offer new features you may be interested in, or fulfil your request to “unsubscribe” from further messages from us. If none of these obligations apply we will delete Personal Data upon your written request. We will retain Non-Personal Data after your account has been closed.

Applicable Data Protection Law

For the purpose of the General Data Protection Regulation (EU) 2016/679, the data controller is CNL Logistics Global Ltd

Where we store your Personal Data for EU Customers only

The Personal Data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff may be engaged in, among other things, the provision of support services. By submitting your Personal Data, you agree to this transfer, storing or processing outside of the EEA. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

We always ensure that your information is only transferred in full accordance with UK data protection laws and/or applicable EU data protection law. In particular, this means that your information will only be transferred to a country that provides an adequate level of protection (for example, because the European Commission has determined that a country provides an adequate level of protection) or the recipient is bound by standard contractual clause according to conditions provided by the European Commission (“EU Model Clauses”). You are responsible for checking the privacy policy of any third-party websites we link to.

Our Service is accessible via the Internet and may potentially be accessed by any user around the world. Other users may access the Service from outside the EEA. This means that where you chose to upload your data to the Service, it could be accessed from anywhere around the world and therefore a transfer of your data outside of the EEA may be deemed to have occurred. You consent to such transfer of your data for and by way of this purpose.

Where we have given you (or where you have chosen) a password which enables you to access certain parts of the Service, you are responsible for keeping this password confidential. We ask you not to share any password with anyone.

Unfortunately, the transmission of information via the Internet is not completely secure. Although we will do our best to protect your Personal Data, we cannot guarantee the security of your data transmitted to our Service; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

The Service may contain links to and from third party websites of our partners, networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and we do not accept any responsibility or liability for the privacy practices or content of these websites.

Complaints: If you have any complaints about our use of your information please contact us as set out at

the end of this Privacy Policy or contact the UK supervisory authority – The Information Commissioner’s Office (“ICO”).

This Privacy Policy is effective as of (add date) and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this website.

We reserve the right to update or change our Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the Service after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy.

If we make any material changes to this Privacy Policy, we will notify you either through the email address you have provided us, or by placing a prominent notice on our website.

If you feel that we are not abiding by this privacy policy, you should contact us immediately.

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Outage Buyer

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