



## STANDARD TRADING CONDITIONS

### 1. DEFINITIONS

"Associated Person" means a party's affiliates, officers, directors, shareholders, employees, agents and other intermediaries, and any other person acting directly or indirectly on its behalf;

"Authority" means any duly constituted legal or administrative body or Person, that exercises jurisdiction or authority within any nation, state, municipality, port, or airport;

"Carriage Document" means any shipping document, manifest, label, stamp, electronic entry or similar item used in Toll's transportation systems and may include, by way of examples, for carriage by air, an air waybill; for carriage by sea, a bill of lading or a sea waybill; for carriage by rail or by road, a bill of lading, consignment note or similar document; and for multimodal transport, a combined transport document;

"Charges" includes all freight, costs, fees, expenses, commissions, duties, penalties, taxes, surcharges, or other amounts payable to Toll or any Authority with respect to the Services or the Goods;

"Conditions" means these Standard Trading Conditions, which term shall also include those agreements and conventions expressly referred to herein and as amended by Toll from time to time;

"Customer" means any Person, at whose request or on whose behalf Toll provides a Service, including all or any of the following: the owner, shipper, holder, consignee, receiver of the Goods, any Person who is or who may acquire an interest in or is otherwise entitled to the possession of or title to the Goods, and anyone acting on behalf of or as principals of such Person;

"Dangerous Goods" includes Goods that are or may become dangerous, hazardous, noxious, toxic, infectious, explosive, inflammable, corrosive, or radioactive or other fissionable materials; Goods that are oxidizing substances and organic peroxides, Goods likely to damage, taint or adversely affect other goods; Goods that are likely to or do cause contamination; Goods likely to harbor or encourage vermin or other pests; or Goods likely to materially affect health of Toll employees; Goods which are environmentally hazardous, including but not limited to, substances that are transported at elevated temperatures, marine pollutants, magnetized materials and aviation regulated substances;

"Force Majeure Event" includes fire, ice, strike, industrial or labor dispute, civil disturbance, blockade, riot, war, acts of God, terrorism, governmental order or regulation, cyber-attack, epidemic, pandemic, or other similar contingency or event beyond the reasonable control of Customer or Toll;

"Goods" means the whole or any part of the cargo, packaging, Dangerous Goods, and any Transport Unit accepted from Customer in connection with the Services;

"Improper Payment" means the offering or giving of anything of value or improper advantage, to any individual or entity, including public officials, with the intent of securing a business advantage that is not legitimately due;

"Information" means data, messages, advice, or information (including electronic data) in any form;

"Information System" means any computer hardware, computer software, website, portal, communication lines and Information processing technologies operated or used by Toll, Customer or any third party used in connection with the Services (including any system which sends or receives Information, or is otherwise used for Information interchange);

"Instructions" means a statement of the specific requirements issued by Customer, an Authority, or any other Person entitled to give them;

"Person" means an individual, corporation or other legal entity;

"SDR" means Special Drawing Rights as defined by the International Monetary Fund, calculated as at the date of the court judgment, arbitration award or settlement;

"Services" means all or any part of any activities of whatsoever nature undertaken by Toll with respect to Customer or in relation to Goods;

"Subcontractors" includes charterers and operators of vessels, stevedores, terminal and groupage operators, road rail and air transport operators, forwarders, warehousemen, and any independent contractors and agents employed by Toll in the performance of the Services and any direct or indirect subcontractors, servants and agents thereof, whether in direct contractual privity or not;

"Toll" means the Toll Person who is contracted by the Customer to supply the Services;

"Toll Affiliate" means any Person that directly or indirectly controls, is controlled by, or is under common control with Toll. "Control" means the power, directly or indirectly, to direct or cause the direction of the management, policies, or affairs of a Person, whether through ownership of voting securities, by contract, or otherwise;

"Transport Unit" includes any packing case, container, trailer, pallet, flat rack, platform, transportable tank or other item used for and in connection with the carriage, consolidation, or storage of Goods;

"USD" means United States Dollars;

"Valuable Goods" means any Goods of a valuable nature, as reasonably determined by Toll, including without limitation: bullion, bank notes, cash money, coins, drafts, credit cards, documents or papers of value of all kinds, articles or materials containing information or data of value in any form, precious metals, jewelry, antiques, or works of art; and

"Warehouse" means any building, facility, yard, or other real property leased, owned, or utilized by Toll for the storage and related handling of Goods.

### 2. APPLICATION

**THESE CONDITIONS APPLY FOR THE BENEFIT OF TOLL AND ANY SUBCONTRACTORS PROVIDING SERVICES HEREUNDER SHALL BE ENTITLED TO ALL BENEFITS, LIMITATIONS, EXCLUSIONS, AND DEFENSES SET FORTH IN THESE CONDITIONS. These Conditions shall govern the Services performed or to be performed by Toll for Customer, including any advice or information provided, whether gratuitously or not. These Conditions shall prevail over any terms and conditions of the Customer, except in the following instances: (i) Toll and Customer**

**have signed a bespoke agreement, which shall govern to the extent inconsistent with these Conditions; (ii) any mandatory or compulsory law, statute, regulation, convention, or treaty that compulsorily applies to all or part of the Services, which shall govern to the extent inconsistent with these Conditions; (iii) Toll has issued a Carriage Document as the carrier, which shall govern to the extent inconsistent with these Conditions; (iv) Customer uses or accesses any Information System operated by Toll, in which case any applicable Toll user terms as published on the relevant Information System or otherwise provided by Toll shall govern to the extent inconsistent with these Conditions; (v) Toll has filed a tariff or other filing with the applicable Authority, in which case such tariff or other filing shall govern to the extent inconsistent with these Conditions; and (vi) in the event that these Conditions, or any provision or part thereof, are not enforceable or applicable to the Services, and no Carriage Document is issued, the Services shall be governed by the applicable transport convention or relevant national freight forwarders' association terms where Toll is a member or national law. For the avoidance of doubt, with respect to any matter not expressly provided for in the aforementioned (i) bespoke agreement; (ii) compulsorily applicable law, statute, regulation, convention, or treaty; (iii) Carriage Document; (iv) Toll user terms; or (v) transport convention or relevant national freight forwarders' association terms or national law, these Conditions shall apply.**

### 3. GENERAL

3.1 The failure by Toll to exercise any rights under these Conditions shall not constitute a waiver of such rights and does not otherwise impair Toll's right to enforce such rights.

3.2 In the event that any of these Conditions, or any provision or other part thereof, is found to be unenforceable, then the remainder of these Conditions, or any provision or other part thereof, shall continue to be in full force and effect.

3.3 These Conditions are published on Toll's website at <https://www.tollgroup.com/TGFStandardTradingConditions/english>. Toll reserves the right to make amendments to these Conditions at any time by providing reasonable notice to Customer. All Services concluded by the Company and the Customer after such publication shall be subject to the amended Conditions.

3.4 Neither Toll nor Customer shall be liable to the other for default in the performance or discharge of any of these Conditions if such default is caused by a Force Majeure Event; provided, however, the obligation to timely pay any sums hereunder, whether by Toll or Customer, shall not be excused by a Force Majeure Event.

3.5 Toll may assign any of its rights and/or obligations in connection with the Services to any Toll Affiliates or any other third party(ies).

3.6 Toll reserves the right to terminate the provision of any or all Services for convenience at any time, by providing Customer 30 days prior written notice without any penalty or liability (save for any antecedent breach before the termination).

3.7 The singular includes the plural and vice versa (unless the context otherwise requires).

3.8 Any words following the word "including" shall be interpreted without limitation to the generality of the preceding words.

### 4. CAPACITY OF TOLL

4.1 All Services are provided by Toll as an agent of the Customer. Customer hereby grants express authority to Toll for its performance of Services under these Conditions, including but not limited to, the following:

- entering into contracts with third parties acting solely on the Customer's behalf to fulfill the Customer's Instructions, whether such contracts are subject to the trading conditions of such third parties, or otherwise, including any Carriage Document issued by such third parties. Toll will sign such contract for and on behalf of the customer as agent only and the Customer shall assume direct contractual relationship with such third party; and
- performing such acts so as to bind the Customer by such contracts.

For the avoidance of doubt, Toll acts as an agent of the Customer where Toll procures a Carriage Document between the Customer and a Person other than Toll or Toll Affiliates. By way of examples, for carriage by sea, where a bill of lading or sea waybill is issued by a third-party ocean carrier; for carriage by air, where an air waybill is issued by a third-party air carrier.

4.2 Toll acts an agent of its Toll Affiliate where the Carriage Document provides that such Toll Affiliate contracts as carrier. By way of examples, for carriage by sea, where a bill of lading or sea waybill is issued by a Toll Affiliate as carrier; or for carriage by air, where an air waybill is issued by a Toll Affiliate as carrier.

4.3 Notwithstanding Section 4.1, and subject to Sections 4.2 and 4.4, Toll shall be deemed a principal in the following circumstances:

- to the extent that Toll expressly agrees in writing to act as a principal; or
- where a Carriage Document is issued in respect of any element of the Services, which provides that Toll contracts as carrier; or
- where Toll is held by a court of competent jurisdiction to have acted as principal.

4.4 Where Toll contracts as principal, Toll shall have the full liberty at its sole discretion to perform the Services itself (and do any acts which are necessary or incidental to the performance of the Services) or to subcontract on any terms whatsoever the whole or any part of the Services to any Subcontractors or Toll Affiliates (or both), including executing any contracts for:

- the carriage of Goods (and the provision of any other Services) by any route, means or performed by any Person;
- the carriage of Goods of any description whether containerized or not, or under the deck of any vessel;
- the storage, packing, transshipment, stuffing, consolidation, deconsolidation, loading, unloading or handling of Goods by any Person at any place whether on shore or afloat and for any length of time; and



(d) the carriage of Goods in Transport Units or with other goods of whatever nature.

4.5 Without prejudice to the generality of Sections 4.1 through 4.4 above:

(a) Unless otherwise provided for in these Conditions, Toll charging fixed Charges for any Services shall not in itself determine or be evidence that Toll is acting as an agent or a principal in respect of such Services; and

(b) Toll acts in the name of and on behalf of the Customer, and never as a principal, when dealing with any Authority in relation to customs requirements, taxes, licenses, consular documents, certificates of origin, inspection certificates, documentation management, and other similar services.

## 5. CUSTOMER'S OBLIGATIONS

5.1 Customer expressly represents and warrants that it is either (i) the owner of the Goods or authorized agent of the owner, and that it is authorized to accept and does accept these Conditions not only for itself but also for and on behalf of the owner, (ii) the lawful owner or has lawful possession of the Goods that may be tendered for transportation or warehousing by Toll; or (iii) it has sole legal rights to authorize the transportation of the Goods, the storage of the Goods, the release of the Goods, and to instruct Toll regarding the delivery or disposition of the Goods. Customer agrees to notify all parties acquiring any interest in the Goods of these Conditions and AGREES TO INDEMNIFY AND HOLD TOLL HARMLESS IN RESPECT OF ANY LIABILITY WHATSOEVER OR HOWSOEVER CAUSED IN RESPECT OF THE GOODS TO ANY PERSON WHO CLAIMS TO HAVE, HAS OR MAY ACQUIRE AN INTEREST IN THE GOODS OR ANY PART THEREOF. SUCH INDEMNIFICATION SHALL INCLUDE ANY LEGAL OR ATTORNEYS' FEES OR OTHER COSTS INCURRED AS A RESULT OF ANY CLAIM THREATENED OR ASSERTED AGAINST TOLL BY A THIRD PARTY, REGARDLESS OF WHETHER OR NOT SUIT IS ACTUALLY FILED.

5.2 Where Services are to be provided by Toll on a continuing basis, Customer shall, on a continuing basis, provide Toll with forecasts of cargo throughout and volume of Goods at such intervals and with such details as Toll may reasonably require for the performance of the Services.

5.3 Customer acknowledges that, in preparing and submitting customs entries, export declarations, applications, security filings, documentation or other required data, Toll relies on the timeliness, completeness, accuracy, and correctness of all Information furnished by or on behalf of Customer. Customer warrants that all Information furnished to Toll by or on behalf of Customer relating to the Goods, their description, classification, bar-coding, marks, number, weight, condition, volume and quantity of the goods, as furnished by Customer or on its behalf, is timely, complete, accurate, and correct.

5.4 Customer is responsible for and hereby represents and warrants to Toll as follows:

5.4.1 Transportation, storage, import, or export of the Goods by Toll, as applicable, is not prohibited by any applicable law or regulation, including comprehensive economic or trade sanctions maintained by the United States, the European Union, the United Nations, the country of origin, or the country of destination.

5.4.2 Customer undertakes to review all documents and declarations prepared or filed with any Authority, and will immediately advise Toll of any errors, discrepancies, incorrect statements, or omissions on any declaration or submission.

5.4.3 Customer warrants that the performance of any Service by Toll, or arranged by Toll, to effect the instructions of the Customer in respect of the Goods, shall not be in breach of any applicable law, sanction, embargo, rule, license, or other regulation.

5.5 Except where Toll has agreed in writing to accept responsibility for the preparation, packing, stowage, labeling or marking of the Goods, Customer warrants that all goods have been properly and sufficiently prepared, packed, stowed, labeled and marked, and that the preparation, packing, stowage, labeling and marking are appropriate to withstand the ordinary risks of handling, storage and carriage. Unless informed otherwise and to the extent applicable to the Services, Toll requires that all Goods be packed and restrained consistent with the latest edition of the Load Restraint Guide 2018 published by the National Transport Commission, Australia, which Guide is accessible at <https://www.ntc.gov.au>, or with comparable requirements or guidelines published by any relevant transport Authority in the applicable country of origin (the "Guide").

5.5.1 Toll may require evidence that the Goods are compliant with the Guide. Such evidence may include, without limitation, a copy of the loading plan, a certified load restraint guide for the specific freight, photographs of the load immediately prior to shipping, and credentials of the person(s) packing and/or loading the Goods.

5.5.2 Should it be necessary to unpack and reload Goods to ensure compliance, such unpacking and reloading will be at the Customer's sole expense.

5.5.3 Imported containers found to be over-mass or otherwise inconsistent with supplied documentation (e.g. VGM, CWD, transport documentation) will not be transported. Sourcing alternative suitable vehicle units and/or reloading will be at Toll's sole discretion upon written notification to the Customer and at the Customer's expense.

5.5.4 Failure to load in accordance with the Guide may result in the immediate cessation of Services.

5.5.5 Toll may be required to report to the applicable Authority any loading by Customer that, in Toll's sole discretion, constitutes, or could constitute, an imminent risk to the public safety.

5.6 The Customer shall not deliver to Toll or cause Toll to deal with or handle Dangerous Goods, except under special arrangements previously made in writing and duly executed by both Toll and Customer.

5.6.1 If Toll agrees to accept Dangerous Goods, the Customer shall give Toll written notice of the nature of the Dangerous Goods prior to Toll's receipt of the Goods. The written notice shall include all information necessary for Toll to perform its obligations in connection with the Dangerous Goods in accordance with all applicable laws, regulations or requirements, including information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage, handling and transportation of the Dangerous Goods. The Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all applicable laws,

regulations and requirements. Additional charges may apply to the handling of Dangerous Goods.

5.6.2 Should any Customer nevertheless deliver any Dangerous Goods in violation of this Section 5.6, Customer shall be liable for all loss or damage caused by or to or in connection with the Dangerous Goods howsoever and whatsoever arising and shall defend, indemnify and hold Toll harmless in respect of all loss or damage caused by or in connection with the Dangerous Goods.

5.6.3 If Dangerous Goods are accepted in accordance with this Section 5.6, such Dangerous Goods so accepted may nevertheless be destroyed or otherwise dealt with, at Customer's sole cost and expense, and in the sole discretion of Toll should such Dangerous Goods create or be deemed to reasonably create a threat or damage to people, other goods, or property. Toll will provide prior written notification to the Customer, unless emergency action is necessary to prevent a threat to people, other goods, or property.

5.7 If Toll agrees to accept for Service any Goods that require temperature or atmosphere control, Customer warrants that it shall not tender such Goods without having previously given written notice of their nature and particular temperature range to be maintained and, in the case of a temperature controlled Transport Unit packed by or on behalf of Customer, Customer further warrants that (i) the Transport Unit has been properly pre-cooled or pre-heated as required; (ii) such Goods have been properly stuffed and packed in the Transport Unit; (iii) the Transport Unit thermostatic controls have been properly set; and (iv) the Transport Unit has been maintained in accordance with its manufacturer's directions and recommendations and is fit for the particular purpose(s) for which such Transport Unit is to be used. Toll shall not be liable for any loss or damage of or in relation to such Goods caused by a breach of these warranties by Customer. Toll shall have no liability for the continued maintenance of any temperature inside the Transport Unit, whether such Goods were packed by or on behalf of Customer or Toll.

5.8 Without prior agreement in writing, Toll will not accept Valuable Goods or other Goods, whether prone to theft or otherwise, that as reasonably determined by Toll require special handling regarding carriage, handling, or security, (including, but not limited to, human remains, livestock, pets, and plants). Should Customer nevertheless tender any such Goods to Toll, or cause Toll to handle or otherwise deal with any such Goods, Toll shall have no liability whatsoever for or in connection with such Goods.

5.9 Toll assumes no liability to Customer, nor any other Person for any loss or expense, including, but not limited to, fines and penalties, arising from Customer's failure to comply with any applicable laws, sanctions, embargoes, rules, regulations, or licenses.

5.10 TOLL MAKES NO REPRESENTATIONS OR WARRANTIES, AND HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED AND WHETHER BY CUSTOM OR APPLICABLE LAWS OR REGULATIONS, WITH RESPECT TO THE CARRIAGE OF GOODS OR ANY OTHER SERVICES PROVIDED BY TOLL OR ANY SUBCONTRACTOR PURSUANT TO THESE CONDITIONS.

## 6. CASH ON DELIVERY ARRANGEMENTS

Where Toll has to engage third parties to comply with Instructions from Customer relating to the delivery or release of the Goods in specified circumstances, Toll does so only as an agent for Customer. When Goods are accepted or dealt with upon Instructions to collect Charges from the consignee or any other person, Customer shall remain fully liable for the same if they are not paid by such consignee or other person. Toll shall not have any liability for such arrangements, unless agreed in writing and duly executed by both Toll and Customer.

## 7. EXCESS VALUE DECLARATION

Toll may, but shall not be required to, agree to accept liability in excess of the limits set forth in these Conditions, specifically Section 15 hereof, only upon (i) Customer's agreement to pay Toll's additional charges for accepting such increased liability, and (ii) Toll's agreement to accept such increase in liability in writing. Details of Toll's additional charges for such increased liability will be provided upon request.

## 8. CARGO INSURANCE

Customer shall obtain its own insurance coverage independent of its relationship with Toll or Toll's insurance policy and coverage for its business. Toll is not responsible for insuring Customer's cargo unless specifically requested to do so by the Customer and confirmed in writing by Toll. Where Toll is able to arrange for cargo insurance, Toll will act solely as agent for Customer, and the Customer is responsible for all associated costs and conditional upon the provision of a written declaration as to the value and nature of the Goods. Toll does not warrant or undertake that any insurance arranged will cover all risks or be adequate for Customer's purposes. Any insurance coverage(s) arranged are subject to the usual exceptions and conditions of the policies of the insurer. Toll shall have no liability for any acts, omissions, or decisions of any such insurer whatsoever. Should any such insurer dispute liability or refuse to settle a claim for any reason whatsoever, Customer agrees it will have no recourse against Toll.

## 9. INDEMNITY

9.1 The Customer shall defend, indemnify and hold harmless Toll, its Associated Persons, subcontractors and Toll Affiliates from and against any liability, claim, cost, loss, damage, payment, fine, expense, duty, tax, impost or demand whatsoever ("Claim"), howsoever caused and by whomsoever made, arising directly or indirectly from (a) any Service arranged or performed by Toll in respect of the Goods; (b) any loss or damage arising from any inherent defect, quality or vice of the Goods; and (c) any claims for general average and costs, and shall provide any security requested by the Company for release of any Goods that are subject to the said claim for general average.

9.2 The Customer shall further indemnify Toll, its Associated Persons, Subcontractors and Toll Affiliates in respect of any Claim arising from any acts or omissions of Customer, including but not limited to:



- (a) any breach of any obligation, representation, or warranty set forth in these Conditions or any agreement with Toll, including without limitation breach of clauses 5.3 (Warranty on accuracy and completeness of information), 5.6 (Warranties relating to Dangerous Goods), and 5.7 (Warranties relating to Goods that require temperature or atmosphere control);
- (b) the violation of any applicable law, regulation, or convention,
- (c) the untimeliness, incompleteness, or inaccuracy of entry, export, security, description, weight, classification, origin, or any other attribute of the Goods,
- (d) for any duties, taxes, imposts, levies, deposits, or outlays of any kind levied by any Authority at any port or place for or in connection with the Goods or Services,
- (e) for any related payments, fines, expenses, loss or damage whatsoever, including attorneys' fees and costs of litigation, incurred by Toll, (f) any contracts made pursuant to Section 4.1, and
- (g) the Customer's or any other Person's (other than Toll) failure to return any container or transport equipment involved in the performance of Services by the date required under any engagement between the Company and the supplier of that container or transport equipment, unless the Claim was caused by or in connection with an unlawful, reckless or willful act or omission by Toll or its Associated Persons.

## 10. INFORMATION SHARING

10.1 Customer and Toll may cooperate in the exchange of Information via their respective Information Systems. Unless otherwise expressly agreed in writing, Toll shall not be liable for any loss, damage, cost, or expense arising out of or in connection with Toll entering or sending incorrect or incomplete Information or damaging, corrupting, losing, or disclosing Customer's or any third party's Information or Information System.

10.2 To the fullest extent allowed by law, Customer agrees that Toll shall have no liability whatsoever with respect to any Information System or Information howsoever arising. To the extent that Toll is held liable for any matter arising out of, or in connection with, any Information System or Information, Toll's liability shall be limited as set forth in Section 15 of these Conditions.

10.3 Information, in whatever form or manner it may be given, is provided by Toll: (a) in good faith, but is not held out to be, nor to be taken as guaranteed, complete, accurate or timely, and no warranty, representation or undertaking whatsoever is given in respect of any Information; and (b) for the Customer only, and the Customer shall defend, indemnify and hold harmless Toll for any liability, loss, damage, cost or expense arising out of any other Person relying on such Information.

10.4 Toll respects the privacy of Customer and is committed to protecting the personal data it collects in accordance with the principles specified in its group privacy policy, accessible at <https://www.tollgroup.com/about/policies-procedures/privacy-policy>.

## 11. QUOTATION AND PAYMENT

11.1 Quotations are given for immediate acceptance and Toll may (subject to the following) withdraw or revise a quotation at any time until it is accepted by Customer. Customer acknowledges and agrees that Toll may revise quotations or charges that have been accepted by Customer (i) if there is an increase in the costs of providing the Services by Toll due to, including without limitation, a change to law or the application of any law or policy of an Authority or statutory charges which alters or varies the method or cost of providing the Services, or (ii) where there is a change in the work practices of Toll (including in relation to the Customer, the volume, type or nature of the Services requested) which have materially affected the cost of providing the Services; or (iii) upon every anniversary (if any) of providing the Services. Unless otherwise agreed in writing, the quotations exclude customs duties, levies, deposits, taxes, and other outlays.

11.2 Customer shall be liable for any Charges of any kind charged by any Authority, including any demurrage or detention charges whether charged by an Authority or another third party, at any port or place for or in connection with the Goods or Services. Customer shall, upon request, make immediate full payment, whether in advance or in arrears, to Toll to cover any such Charges. Toll shall be entitled to retain and shall be paid all brokerage fees, commissions, allowances, and other remunerations customarily retained by or paid to freight forwarders.

11.3 Charges for the Services shall be deemed fully earned upon the earlier of Toll's receipt of the Goods or commencement of the Services by or for Toll. For the avoidance of doubt, the fees are earned when the corresponding Service is performed or attempted to be performed, or where applicable, the corresponding disbursement is incurred. If a Customer instructs Toll to provide any Service, the Customer shall remain liable for the cost and charges of that Service.

11.4 Customer shall pay to Toll all sums when due in accordance with the credit terms as stated on Toll's invoice or otherwise as agreed between the parties, without reduction or deferment on account of any claim, dispute, counterclaim or set-off.

11.5 If any money owing to Toll is not paid when due, in addition to all legal and equitable rights available to Toll, Toll may (a) impose a late fee equal to the lesser of (i) 3% of the outstanding amounts owed to Toll each month until paid, or (ii) the highest amount allowed by applicable law until paid, and/or (b) at any time by notice in writing to Customer and without liability whatsoever, elect to discontinue providing any or all Services, suspend the provision of any or all Services, and/or terminate the provision of any or all Services, whether or not such Services relate to such delinquent payment or any credit arrangements otherwise provided to Customer, whereupon all sums due and owing by Customer shall, irrespective of any credit arrangements or payment due, become immediately due and payable. Toll may also withdraw, cancel or change any terms of credit in place with the Customer upon prior written notice and take further action to recover any outstanding amounts due. Any costs, fees or disbursements incurred in the recovery of the outstanding amounts, together with any interest, will be added to the amount due.

11.6 The Customer agrees not to instruct any third party to invoice Toll for any goods or services unless Toll has previously agreed in writing to this being done and has agreed to pay for the said goods or services.

11.7 All billing or invoice inquiries or disputes must be presented to Toll or Customer, as applicable, within six (6) months after receipt of invoice. Any inquiries or disputes not presented by Customer to Toll within the time frame set forth herein shall be deemed waived by Customer. Notwithstanding the foregoing, Toll may at any time offset any amounts owed or paid by Customer to Toll against any amounts owed by Toll to Customer, including, without limitation, unidentified payments and credits in Customer's favor, duplicate payments made by Customer, and accounts payable to Customer.

## 12. PERFORMANCE

12.1 Toll will perform the Services with a reasonable degree of care, skill, and judgment.

12.2 Except as otherwise agreed in writing, Toll, in its sole and absolute discretion, shall be entitled to engage in such conduct as may be necessary or required to fulfill Toll's obligations hereunder. If, in the reasonable opinion of Toll, it becomes necessary or desirable in the interest of Customer or the Goods to deviate from any applicable Instructions provided by Customer, Toll may do so, acting reasonably upon written notification to the Customer, and Customer hereby expressly authorizes any such conduct by Toll.

12.3 Toll may at any time comply with orders or recommendations given by any Authority, and Toll's responsibility with respect to the Goods shall terminate upon delivery or other disposition of the Goods pursuant to any Authority's orders or requirements.

12.4 Where Goods, Transport Units, or vehicles are to be delivered to Toll or a Subcontractor's premises, such items shall not be deemed as received by Toll or Subcontractor unless and until the Person making such delivery has reported to Toll's or Subcontractor's reception office or other area designated by Toll or Subcontractor for the receipt of Goods, Transport Units, or vehicles, and Toll or Subcontractor has expressly agreed to receive the Goods, Transport Units or vehicles. Customer represents and warrants to Toll that the person delivering the Goods to Toll is authorized to sign any applicable Carriage Document or Toll's letter of instruction, including these Conditions, on behalf of Customer and any other person that owns or has an interest in the Goods or any part thereof.

12.5 Subject to the express written instructions of the Customer, Toll reserves the right to choose the means, routes, and procedures to be followed with respect to the performance of the Services. The Customer hereby authorizes Toll to complete the carriage or Service with reasonable dispatch and to substitute alternate carriers or Service providers without notice to the Customer and with due regard to the interests of the Customer substitute other means of transport or Service.

12.6 In addition to Toll's rights set forth in Section 5.5 of these Conditions, Customer hereby authorizes Toll, at its sole discretion acting reasonably upon written notification to the Customer, to open any Goods, packages, or Transport Units tendered by or on behalf of Customer, so that Toll may verify, inspect, examine, weigh, or measure the contents thereof, and any expenses associated therewith shall be the responsibility of Customer. All Goods tendered for transportation or storage are subject to inspection by (i) Toll, including any applicable Subcontractor, and (ii) any Authority.

12.7 Customer shall be responsible for the cost of, and arranging for, the loading and unloading of the Goods onto and off the Transport Unit, and Customer shall be responsible, at its sole cost and expense, for providing adequate and suitable facilities and equipment for loading and unloading the Goods onto and off the Transport Unit.

12.8 Unless Toll has agreed in writing to complete the performance of a Service by an agreed point in time and has received additional handling charges from Customer ("Time Guaranteed Performance"), Toll agrees to perform the Services with reasonable dispatch and does not undertake that Services will be completed or the Goods (or documents relating thereto) will be delivered or made available within a particular time. Dates specified for completion of carriage or any other Service are estimates only. Toll will make commercially reasonable efforts to keep Customer reasonably advised of delays.

12.9 In addition to the foregoing, the following terms and conditions shall apply in the event the Services include warehousing, storage, or other handling services provided or performed by Toll at a Warehouse:

12.9.1 Goods may at any time be warehoused or otherwise stored at any Warehouse, or at any time be removed from any place at which they may be warehoused or otherwise held to any other place to be warehoused or otherwise held, and such warehousing, storage, or other handling charges shall be at Customer's sole risk, cost, and expense. Toll shall have no obligation to accept Goods that are not properly packaged or which, in the reasonable opinion of Toll, are not suitable for movement or storage within the warehouse. Prior to delivery at any Warehouse, Customer shall furnish Toll with a manifest showing marks, brands, or sizes to be accounted for separately, together with the class of storage desired by Customer, if applicable.

12.9.2 If Toll determines, in its sole discretion, that the original palletization of Goods must be broken down for storage purposes, Toll shall be authorized to break down the pallets without notice to Customer.

12.9.3 Toll will store the Goods at its discretion at any one or more Warehouses. The identification of any specific location on any warehouse receipt or other storage document does not guarantee that the Goods shall be stored at such location. Toll may, in its sole discretion, move Goods to any Warehouse.

12.9.4 Toll may provide services in addition to simple warehousing and storage upon Customer's request and to the extent agreed by Toll in writing. Additional handling charges will apply whenever Goods are pulled for distribution or release, whenever physical inventories are requested by Customer, and whenever additional services are provided by Toll that are not explicitly included in the applicable storage charge quoted to Customer. Such additional charges will be provided to Customer and will be invoiced to Customer in addition to any storage charges due.

12.9.5 Toll reserves the right to terminate storage at any Warehouse where Goods are stored or otherwise being handled. In such event, Toll may require the removal of the Goods or any portion thereof by giving Customer not less than thirty (30) days prior written notice. Customer shall be responsible for the payment of all charges attributable to the storage of said Goods through the date of such termination in addition to the cost of removing and arranging for the removal of the Goods. If the Goods are not removed within the time frame



required by Toll. Customer shall remain liable for any ongoing storage and handling charges, and Toll may exercise its rights under applicable law, including, but not limited to, selling or otherwise disposing of the Goods.

12.9.6 For all Goods tendered for storage, Customer shall supply such information and documents as are necessary to comply with all laws, rules, and regulations. For all Goods, Customer shall provide to Toll all documents or other information necessary, useful, or required for the safe and proper warehousing, handling, and storage of the Goods. If such information and documents are not fully, accurately, and timely provided to Toll, Customer shall indemnify Toll for any consequences of such failure.

12.9.7 Unless specifically agreed to in writing, Toll shall not be responsible for storage of any Goods in a temperature or humidity-controlled environment. Customer knowingly accepts that the Goods will be warehoused, stored, or handled in a non-temperature/humidity-controlled environment. Toll will not be responsible for any loss or damage to the Goods that results from fluctuations in temperature range or in humidity levels of the Warehouse.

### 13. DUE DELIVERY

13.1 Toll shall be deemed to have performed all of its obligations and completed its performance of the Services in compliance with these Conditions ("Due Delivery"), if: (i) at any time, in the reasonable opinion of Toll, performance of the Services is, or is likely to be, affected by any hindrance, risk, delay, difficulty, or disadvantage of any kind occurring before or after commencement of the Services, whereby Toll, in its sole discretion and upon notice to the Customer, may treat the performance of the Services as terminated; (ii) the Goods are tendered to the custody and control of any Authority in accordance with applicable customs, practices, laws, or regulations; (iii) Customer or any other party entitled to delivery of the Goods fails to take delivery of the Goods; or (iv) the Goods are delivered to any Person presenting a Carriage Document stating that such Person is authorized to take delivery or possession of the Goods.

13.2 In case of Due Delivery pursuant to Section 13.1, or if the nominated place of delivery is unattended or if delivery cannot otherwise be effected, Toll in its sole discretion may, on written notice to the Customer, either deposit the Goods at the nominated place or store the Goods at the risk and expense of the Customer, both of which will be deemed to be delivery of the Goods under these Conditions. All costs incurred by Toll as a result of Due Delivery pursuant to Section 13.1 shall be deemed as freight earned, and such costs shall, upon demand, be paid by Customer.

13.3 Dates specified for completion of carriage or any other Service are estimates only and Toll shall not be liable for failure to complete carriage or any other Service on such date or dates or for any consequences of any delay.

### 14. LIEN

14.1 In addition to all other rights and remedies available to Toll hereunder or under applicable laws or regulations, Toll shall have a general lien on any and all Goods (and Carriage Documents relating thereto) in Toll's actual or constructive possession, custody or control, for all amounts owed by Customer to Toll in connection with any Services or otherwise owed by Customer to Toll. This lien shall extend to cover any sums due from the Customer to Toll or Toll Affiliates, whether related to the current Services or arising from any past or present dealings between the parties. The lien shall survive the delivery of the Goods and extend to cover the cost of enforcing its lien and recovering any sums due. If any claim for payment remains unsatisfied for thirty (30) days after demand for its payment is made, Toll may dispose or sell at public auction or private sale at Customer's expense, upon ten (10) days written notice to Customer, the Goods (and documents relating thereto), or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of any amounts then due to Toll. The surplus, if any, from any such sale shall be transmitted to Customer by Toll, and Customer shall remain liable for any deficiency from any such sale. Upon completion of the sale and application of proceeds, Toll shall be discharged of any liability whatsoever in respect to the Goods.

14.2 The Customer shall defend, indemnify and hold harmless Toll against any claim, liability, loss, damage, costs or expenses, including legal fees, arising from or in connection with the exercise of Toll's lien rights, including but not limited to any claims by owners or third parties with an interest in the Goods, costs of storage, sale or disposal of Goods, and any claim relating to the breach of any law or regulation in the exercise of such rights. This indemnity shall apply regardless of whether such claims, liabilities, losses, damages, costs or expenses arise from negligence, breach of contract or other fault of Toll, its agents or Subcontractors.

### 15. LIABILITY

15.1 Toll shall not be responsible nor liable for any damage, loss, non-delivery or mis-delivery of Goods, nor for any delay or deviation howsoever arising or caused except to the extent such damage, loss, non-delivery, mis-delivery, delay, or deviation was caused by the negligence or willful misconduct of Toll while the Goods were in the actual custody and actual control of Toll.

15.2 Toll shall be entitled to the full benefit of all privileges, rights and immunities available to any Subcontractor, including but not limited to those of air, ocean, and ground carriers under their applicable Carriage Document, warehousemen or other providers, and any other Subcontractors under their standard trading terms and conditions.

15.3 To the fullest extent allowed by applicable law, in all cases where liability has not been excluded or limited by these Conditions or by any mandatory applicable statute or convention of law, the liability of Toll is limited as follows:

(a) in the case of loss of or damage to Goods where the predominant service provided or arranged by Toll is air transport, to the LESSER of: (1) the manufactured or landed cost to Customer of the Goods, excluding the value of all salvage obtained or obtainable ("**Landed Cost**"); (2) the replacement cost of the Goods or the equivalent of such Goods ("**Replacement Cost**"); (3) the cost to repair the Goods ("**Repair Cost**"); (4) in the case of international air transport, the amount determined by and specified in the Convention for the

Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on October 12, 1929, Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on October 12, 1929 (the "**Warsaw Convention**"), as amended by the Protocol to Amend the Warsaw Convention, done at the Hague on September 28, 1955 and the Montreal Protocol No. 4 to Amend the Warsaw Convention, signed at Montreal on September 25, 1975, and the Convention for the Unification of Certain Rules for International Carriage (the "Montreal Convention"), together with any subsequent amendments to the Warsaw Convention or the Montreal Convention; or (5) in the case of air shipments with pickup and delivery occurring in the same country, or in the event the Warsaw Convention or the Montreal Convention do not apply, the lesser of USD \$1 per kilogram or USD \$200.00 per occurrence.

(b) in the case of loss of or damage to Goods where the predominant service provided or arranged by Toll is ocean transport, to the LESSER of: (1) the Landed Cost; (2) the Replacement Cost; (3) the Repair Cost; or (4) the amount determined by and specified in the International Convention for the Unification of Certain Rules Relating to Bills of Lading, August 25, 1924 (commonly referred to as the Hague Rules), the Protocol to Amend the Hague Rules, February 23, 1968 (commonly referred to as the Hague-Visby Rules), or the United States Carriage of Goods by Sea Act, 46 U.S.C. App. §§ 1300 et seq. (commonly referred to as COGSA), as applicable.

(c) in the case of loss of or damage to Goods where the predominant service provided or arranged by Toll is ground transport, to the lesser of: (1) the Landed Cost; (2) the Replacement Cost; (3) the Repair Cost; (4) the amount determined by and specified in the mandatorily applicable treaty or national law with regard to claims concerning inland transportation (such as the Convention of the International Carriage of Goods by Road, May 19, 1956 (commonly referred to as CMR); (5) in the event no such mandatorily applicable treaty or national law with regard to claims concerning ground transport applies, the lesser of USD \$1 per kilogram or USD \$200.00 per occurrence; or (6) solely with respect to full truckload shipments transported within the United States and Canada, the lesser of the amounts set forth in this Section 15.3(c)(1) through (4) up to a maximum of USD \$100,000 per occurrence.

(d) in the case of loss of or damage to Goods where the predominant service provided or arranged by Toll is warehouse, storage, or other handling services, to the lesser of: (1) the Landed Cost; (2) the Replacement Cost; (3) the Repair Cost; (4) USD \$1 per kilogram of the gross weight of the lost or damaged Goods; or (5) USD \$200.00 per occurrence.

(e) in the case of vehicles, Transport Units or other equipment, the lesser of: (1) the actual value of such equipment lost or damaged; (2) the reasonable cost to repair such equipment; (3) the amount specified by applicable law, treaty, or accord; or (4) 10,000 SDR per occurrence.

(f) in the case of claims that are not otherwise covered in these Conditions, the lesser of: (1) the cost to provide replacement Services, whether such replacement Services are provided by Toll or another third party; (2) the amount specified by applicable law, treaty, or accord; or (3) 25,000 SDR per occurrence.

As used in this Section 15.3 and elsewhere in these Conditions, the term "occurrence" shall mean each event or events arising from a common cause.

15.4 With respect to all claims against Toll hereunder, whether in contract, tort, under any indemnity or otherwise, and to the fullest extent allowed by applicable law, in no event shall Toll's total liability exceed USD \$1,000,000 in the aggregate for the duration in which Services are provided to Customer.

15.5 The defenses, exclusions and limits of liability provided for by these Conditions shall apply in any action whether such action be founded in contract, tort, bailment, breach of express or implied warranty, negligence, willful misconduct or otherwise.

15.6 TO THE FULLEST EXTENT ALLOWED BY LAW AND NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, TOLL SHALL IN NO CIRCUMSTANCES BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL OR ECONOMIC LOSS OR DAMAGE INCLUDING, WITHOUT LIMITATION, ANY LOSS OF OR DAMAGE TO PROFITS, MARKET, REVENUE, SAVINGS, USE CONTRACT, GOODWILL OR BUSINESS, WHATSOEVER AND HOWSOEVER CAUSED, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS REASONABLY FORESEEABLE OR TOLL WAS ACTUALLY TOLD OF THE POSSIBILITY OF SUCH LOSS.

15.7 Notwithstanding anything contained herein to the contrary, in no event shall Toll have any liability hereunder if and to the extent attributable to any of the following: (i) any act or omission of Customer or any Person (other than Toll) acting on behalf of Customer; (ii) compliance with Instructions given by or on behalf of Customer, Authority, or other Person authorized to provide Instructions; (iii) insufficient packing, marking, labeling, or numbering of the Goods; (iv) handling, loading, stowing, unloading of Goods by Customer or any Person other than Toll or its Subcontractors; (v) inherent vice or defect of the Goods; (vi) any Force Majeure Event; (vii) computer software or hardware defect, problem or virus that materially interrupts the business of Customer or Toll; (viii) saving or attempts to save life during the performance of Services; or (ix) pilferage or theft, unless such loss or damage is caused by the failure of Toll to exercise such ordinary care required by law.

15.8 If Customer considers the liability limits set forth herein to be inadequate, Customer is advised to, at Customer's sole cost and expense, obtain appropriate insurance cover its interests or to make an Excess Value Declaration in accordance with Section 7.

15.9 Notwithstanding anything contained herein to the contrary, if loss of or damage to Goods occurs at sea or on an inland waterway, and the ocean carrier, Authority, or any other Person entitled to do so establishes a limitation fund, the liability of Toll in such circumstances shall be limited to the lesser of (i) the limits set forth in Section 15.3(b) or (ii) the proportion of the said limitation fund allocated to the Goods.

15.10 Should Toll provide any Services gratuitously or at no charge to Customer, such Services will be provided at Customer's sole risk, and Toll shall have no liability whatsoever and howsoever arising in connection with such Services.

15.11 Should the Services include any ground transportation into, within, or out of the United States, Toll and Customer expressly waive any or all rights and remedies under Part B, 49



USC §13101 et. seq. as provided for by 49 USC §14101(b) to the extent such rights and remedies conflict with these Conditions.

15.12 In all cases, Customer shall use all reasonable endeavours to mitigate its loss / damage in connection with the Goods / Services.

**15.13 Any obligation or liability whatsoever of Toll, which may arise at any time under these Conditions or under any applicable laws or regulations, or any obligation or liability which may be incurred by Toll pursuant to any other instrument, transaction, or undertaking contemplated hereby shall not, under any circumstances, be personally binding upon, nor shall resort for the enforcement thereof, be had to the property of its individual officers, directors, shareholders, employees, agents, or representatives, regardless of whether such obligation or liability is in the nature of contract, tort, or otherwise, and CUSTOMER WAIVES, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY AND ALL LIABILITY OF TOLL HEREUNDER AGAINST SUCH INDIVIDUAL OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES.**

## 16. TERMINATION

16.1 Either party may terminate these Conditions immediately by notice in writing, if:

(a) The other party is in breach of any material term of this Agreement and such breach is not remedied within thirty (30) days after written notice from the non-defaulting party requiring it to do so;

(b) The other party:

(i) is, becomes or is deemed to be, insolvent, dissolved or bankrupt;

(ii) goes into receivership or liquidation, or has an administrator, receiver, liquidator trustee or manager (including a statutory manager) appointed in respect of all or any of its property;

(iii) any resolution is passed, or proceedings are commenced, for the other party's dissolution, amalgamation, winding up or liquidation;

(iv) the other party suffers any execution against any of its assets which materially restricts, prevents or has an adverse effect on, that party's ability to perform its obligations under this Agreement;

(c) a Force Majeure Event continues to significantly impact on the other party's ability to perform its material obligations under this Agreement for more than thirty (30) consecutive Business Days. The first Business Day is the day of the Force Majeure Event is notified by the affected party in writing to the other party.

16.2 Any termination of these Conditions under clause 16.1, will be without prejudice to any existing claims either party may have against the other as at the date of termination.

16.3 The termination of these Conditions howsoever occasioned shall not affect any accrued rights or liabilities of either party arising prior to the effective date of termination nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

## 17. FORCE MAJEURE

17.1 The obligations of a party under these Conditions (other than an obligation to make a payment) are to be suspended for the duration of any Force Majeure Event provided that the party seeking to rely on the benefit of this clause 17 must use its reasonable endeavours to put itself in a position where it is able to meet its obligations under these Conditions (however, nothing in this clause 17 requires a party to settle any industrial dispute).

17.2 If a Force Majeure Event arises, the party affected by the cause must immediately upon becoming aware of the cause, notify the other party in writing of the nature of, expected duration of, and the obligation affected by, the cause. Notwithstanding that any such Force Majeure Event arises, the affected party must use its reasonable endeavours to mitigate the effects of the event on that party's obligations under this Agreement.

## 18. NOTICE OF CLAIM AND FILING OF SUIT

18.1 Notice of any claim by Customer must be received in writing by Toll or its designated agent within three (3) business days after the date specified in Section 18.2, except where Customer can show that it was impossible to comply with such deadline and such claim is made as soon as reasonably practicable. Unless otherwise required by applicable law, treaty, or convention, any suit to enforce these Conditions or to pursue remedies available to Customer hereunder or in connection with the Services must be filed in the proper forum as specified in Section 23 within nine (9) months after the date specified in Section 18.2. Notwithstanding the foregoing, prior to the filing of any suit, (i) Customer shall first provide written notice of the claim, dispute, or alleged breach of these Conditions, and Toll shall have failed to cure or otherwise commenced the curing of such claim, dispute, or alleged breach within thirty (30) days after the date Toll received such notice, and (ii) Toll and Customer shall have taken commercially reasonable steps to resolve such claim, dispute, or alleged breach in a commercial setting attended by senior representatives of Toll and Customer.

18.2 The date referred to in Section 18.1 shall be: (i) in the case of loss or damage to Goods, the date of scheduled or actual delivery of such Goods; (ii) in the case of delay or carriage of the Goods to an incorrect destination, the scheduled date of delivery; (iii) in the case of errors or omissions, the date of discovery of the relevant error or omission giving rise to such claim; and (iv) in any other case, the event giving rise to the claim. Otherwise, any claim shall be deemed to be waived and absolutely barred.

## 19. ANTI-CORRUPTION AND ANTI-BRIBERY

19.1 The Customer shall not directly or indirectly give, promise or attempt to give, or approve or authorize the giving of, anything of value to any person or any entity for any purpose prohibited by anti-bribery laws.

19.2 Toll shall notify the Customer in writing as soon as reasonably practicable should it or any of its Associated Persons be requested at any time in connection with these Conditions or the Services to make any Improper Payment.

19.3 Toll and any of its Associated Persons shall have the right to refuse to make any Improper Payment. The Customer acknowledges and agrees that where an Improper

Payment has been requested and has been refused by or on behalf of Toll or any of its Associated Persons, this may result in a delay in the provision of the Services and that neither Toll nor any of its Associated Persons shall have any liability whatsoever and howsoever arising in respect of any such delay.

19.4 Toll may, without prejudice to any other rights or remedies (whether expressly specified in these Conditions or otherwise), suspend performance of the Services in respect of the shipment to which the Improper Payment relates.

19.5 The Customer shall indemnify Toll and its Associated Persons and/or their respective employees, servants, agents, insurers or reinsurers against all costs (including the costs of investigating and defending any claims), expenses, claims, losses, liabilities, orders, awards, fines, proceedings and judgments of whatsoever nature howsoever assumed, incurred or suffered as a result of or in connection with any request to make an Improper Payment.

## 20. FOREIGN TRADE CONTROLS

20.1 In respect of foreign trade controls, the Customer warrants that:

(a) the Goods do not require Toll to obtain any specific license or permit for transportation, exportation or importation of the Goods and, to the extent required by law or regulation, the Customer has obtained all necessary export, and/or import licenses or permits;

(b) transportation, importation or exportation of the goods by Toll is not prohibited by any applicable law or regulation, including comprehensive economic and /or trade sanctions maintained by the United States, the European Union, the United Nations, the country of origin or destination;

(c) the Goods are not intended to be used in the design, development or production of nuclear, chemical or biological weapons; and

(d) to the extent applicable, the Customer further warrants that it or any party that the Customer trades with is not a party identified on the U.S Commerce Department's Denied Persons List or Entity List; the U.S. Treasury Department's State Debarred List, the Specially Designated Nationals List, EU Sanction list or any other similar list of prohibited or denied parties maintained by any other country.

20.2 The Customer shall indemnify and hold Toll harmless to the full extent of any loss, damage, cost, expense, or liability to Toll including lost profits, attorneys' fees and court costs for any failure or alleged failure of Customer to comply with applicable export and import laws and regulations of any country or specially granted licenses from relevant authority permitting export of the Goods supplied to Toll for transportation.

20.3 Toll assumes no liability to Customer or any other person for any loss or expense including, but not limited to, fines and penalties, due to Customer's failure to comply with any applicable export laws, rules, regulations, or licenses regarding the Goods.

## 21. INTELLECTUAL PROPERTY

Unless otherwise agreed in writing by Customer and Toll, all intellectual property rights used by Toll in the performance of the Services hereunder shall belong to Toll or (if applicable) to the entity that has licensed the use thereof to Toll. No authority to use any technology or property subject to such intellectual property rights is, nor shall be construed as, being provided hereunder.

## 22. LANGUAGE

These Conditions have been drafted in the English language, which shall be the governing language for all purposes. Any translation of these Conditions into another language shall serve only for purpose of convenience. In the event of any conflict or inconsistency between the English version of this contract and any translation thereof, the English version shall prevail.

## 23. APPLICABLE LAW AND JURISDICTION

Unless otherwise agreed between the parties, action against Toll may be instituted only in the place where Toll has its principal place of business and shall be decided according to the law of the country of that place.

- END -