

## **AUTHORISATION AND ACKNOWLEDGEMENT OF TERMS AND CONDITIONS**

### **1. INTERPRETATION**

The parties agree that terms in this Authority have the same meaning as provided in the Company's Standard Trading Terms and Conditions which are annexed to this Authority as amended, varied or replaced from time to time. Latest versions of the Company's Standard Trading Terms and Conditions can also be found at <https://amlogistics.com.au/terms-and-conditions/>

### **2. AUTHORITY FOR THE PURPOSES OF CUSTOMS ACT 1901**

2.1 In accordance with section 181 of the *Customs Act 1901* (**Customs Act**) the Customer authorises the Company, its nominees and/or subcontractors as may be appointed from time to time to:

- (a) quote the Customer's Australian Business Number stated below as may be required to perform services on behalf of the Customer;
- (b) act on the Customer's behalf for all purposes contemplated by any Customs-related law (as defined in the *Customs Act 1901*) and for any purpose required to assist with import, export, carriage, storage, treatment and delivery of goods; and
- (c) act on behalf of the Customer to do all things requested by any government authority, department or body, related to the clearance, carriage and delivery of the goods.

### **3. AUTHORITY FOR GST PURPOSES**

In addition to the authorisation pursuant to clause 3 of this Authority, the Customer further authorises the Company to quote the Customer's ABN as may be required by the ATO, GST Law 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 ABF or Government Authorities; and
- (b) exported goods at the time of making the Export Declaration or other form of reporting to the ABF or Government Authorities.

### **4. TERM OF AUTHORITY**

4.1 This Authority will apply from the date of this Authority until terminated by either party in accordance with the Terms and Conditions.

4.2 This Authority is terminated by giving the other party written notice of termination in accordance with the Terms and Conditions.

### **5. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS AND CONDITIONS**

5.1 The Customer agrees that all services provided by AM Logistics Pty Ltd (ABN 56 135 734 520), its nominees and/or its agents on behalf of the Customer or in the performance of the Services or otherwise as provided for in the Terms and Conditions, are subject to:

- (a) the Terms and Conditions, as amended, varied or replaced from time to time; and
- (b) if the Customer has been granted a credit account with the Company, the terms and conditions attached to the Customer's credit application with the Company, as amended, varied or replaced from time to time (**Credit Terms**).

5.2 The Customer acknowledges receipt of the Terms and Conditions and agrees to be bound by the terms of this Authority and the Terms and Conditions.

**6. AUTHORITY OF SIGNATORY**

The authorised signatory whose name is set out below (**Authorised Signatory**) warrants that it either is the Customer or has the express written authority of the Customer to enter into this Authority on the Customer's behalf.

**7. LIABILITY**

If the Authorised Signatory is not the Customer or does not have the authority to enter into this Authority on the Customer's behalf, the Authorised Signatory agrees and acknowledges that it will be taken to have entered into this Authority on its own behalf and will be treated as the Customer under the Terms and Conditions.

**8. PRIVACY**

The Company will handle:

- (a) personal information (as that term is defined in the *Privacy Act 1988* (Cth) collected in connection with provision of services to you in accordance with our Privacy Policy and Collection Notice, which are available at <https://amlogistics.com.au/privacy-policy/>; <https://amlogistics.com.au/collection-notice/>; and
- (b) if the Customer has been granted a credit account with the Company, the Customer (and its directors', if applicable) credit information as described under the heading "Privacy Act Disclosure" in the Credit Terms and otherwise in accordance with the Company's Credit Reporting Policy available at <https://amlogistics.com.au/credit-reporting-policy/>

**9. INCONSISTENCY**

9.1 Where there is an inconsistency between the Terms and Conditions, any 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 Terms and Conditions;
- (b) this Authority;
- (c) any customer credit application with the Company (and the Credit Terms); and
- (d) any fee quotation estimate or agreement.

Signature of Authorised Signatory	Date
Full name of Authorised Signatory	Position of Authorised Signatory
Customer Name	Customer's Australian Business Number (ABN)