

## **UPS BORDER CLEARANCE AUTHORITY & AIR CARGO SECURITY AGREEMENT**

### **1. Authorized Signatory.**

We (the customer) warrant and represent that such signatory/endorsee has read and understood the terms and conditions of this Agreement and that such signatory/endorsee has full authority and legal capacity to enter into this Agreement on behalf of us.

### **2. Authority In accordance with section 181 of the Australian Customs Act 1901**

We (the customer) hereby appoint and authorize UPS\*, which shall include any officer, director or employee of such company, its appointed agents, sub agents or nominee's for the purposes of the Customs Act to act as our customs broker for the purposes of the Customs Act (as amended from time to time) and for any purpose as required to meet the treatment standards and requirements of the Department of Agriculture Forestry and Fisheries (DAFF) in respect to our consignments arriving or exporting at any air or sea port in Australia (individually "a Port") and for that purpose, to make such statements or declarations (whether in our name or not) and to incur such disbursements, costs, expenses and charges and to do all such other things as UPS\* considers reasonably necessary. We shall

- Advise UPS\* promptly upon arrival at a Port of each consignment forwarded or carried outside of the UPS\* network and at the same time inform UPS\* of the content and relevant details of such consignment
- Provide UPS\* with all documents reasonably required for the purpose of undertaking import/export clearance.
- Provide UPS\* with all necessary information for the purpose of making any declaration or statement required for import/export clearance
- Pay to UPS\* on request all monies required to facilitate duties, taxes, related charges or other disbursements paid or payable by UPS\* on our behalf
- Provide UPS\* with any other information that we know, or ought reasonably to know, would be required by UPS\* for the purpose of the clearance of any consignment UPS Australia Credit Account Application, Border Clearance Authority, Security Agreement 2015 UPS Australia Controlled Document (V1) 2015

### **3. Authority for purposes of A New Tax System (Goods & Services Tax) GST Act 1999 as amended ("the act")**

In addition to the authorisation pursuant to clause 2 of this authorisation, we further authorise UPS\* to quote our Australian Business Number (ABN) as may be required by the regulated Australian border authorities, Australian Taxation Office and any other related legislation in respect of:

- (a) Imported goods at the time of making any form of reporting or declaration to the Australian Customs and Border Protection Service
- (b) Exported goods at the time of making any form of reporting or declaration.

The above arrangements cease to have effect if either party ceases to be registered for the GST.

#### **4. Authority for all other legislative or related purposes**

Without limiting the generality of the authorisation and appointment pursuant to clauses 1 to 3 of this authority, the customer appoints UPS\* to act on behalf of the customer for all purposes contemplated by any Customs related law (as defined in the Customs Act) and for any purpose required to assist with the import/export or transportation and handling of the goods of the customer. This authority extends to authorise UPS\* to attend to all other actions required or requested by relation to the border clearance, carriage, handling and delivery of the goods. We, the customer further agree to indemnify and keep UPS\* fully indemnified from and against any claims, actions, demands, suits, proceedings, penalties, judgements, expenses, costs (including legal costs), damages (including negligence awards) and liabilities whatsoever which UPS\* may suffer or incur as a consequence of or in connection with UPS\* acting as our customs clearance broker. (Excluding physical freight damages subject to standard insurance, claim proceedings & UPS\* limited liabilities exclusions). We acknowledge that this authority is in addition to and not in derogation from UPS\* Standard Trading terms and Conditions of Contract. This authority supersedes any previous authorities and shall remain in full force and effect until us and UPS\* agree in writing to terminate the same. Any such termination shall not affect UPS\* rights to claim against the indemnity set out above.

#### **5. Air Cargo Security Agreement**

The Air Cargo Security and Navigation Regulations require that international air cargo be security cleared. The clearance is intended to prevent the placement of explosives or incendiary devices on aircraft as an act of unlawful interference or sabotage. Security clearance may be carried out by regulated air cargo agents and airlines. As a regular and known customer of ours, your cargo can receive priority security clearance. To take advantage of this clearance and ensure that your consignments are not delayed, they must be prepared and handled in a manner, which will not compromise their security standing.

Please note that we cannot prioritize the clearance of consignments:-

- with damaged or insecure packaging or if it appears that the original packaging may have been tampered or interfered with
- if we cannot verify that the person presenting the consignment represents you
- if it is not clear from the documentation that you are the owner or originator of the items in the consignment

UPS reserves the right to request and you shall provide without undue delay any Application for a Credit Account, Border clearance authority and any requested identification documents to prevent any unnecessary delay to the movement of your cargo.

#### **6. Certification by the Authorised Representative of the Regular Customer:**

As an Authorised representative I confirm that we are the owner or originator of cargo we present for carriage, and confirm that the cargo is prepared and handled in a manner which will not compromise its security standing.