



CONTAINER DETENTION / DAMAGE INDEMNITY FORM

TO WHOM IT MAY CONCERN

Charges may be levied by others on Ozlink Logistics Pty Ltd (Ozlink) for returning the container(s) listed below, (Container(s)) in circumstances including: return of the container(s) in a damaged and/or dirty condition, failing to return the container(s) before the return date listed below (Return Date), failing to return the container(s) to the de-hire depot listed below (De-hire Depot).

In consideration for Ozlink obtaining the release of the container(s) to the company identified below (Company), the company hereby agrees to the following:

- (A) To pay Ozlink the container detention fee and the administration fee set out below if the container(s) are not returned by the return date to the de-hire depot or in a dirty or damaged condition.
- (B) To indemnify Ozlink against all liabilities, including but not limited to any costs incurred or damages suffered by Ozlink arising directly or indirectly from or in connection with any damage to the container(s) and/or failure to deliver the container(s) to the de-hire depot by the return date and/or return the container(s) in a clean condition.
- (C) That all of the company's goods, including the goods in the container(s), any future goods and any documents relating to such goods, shall be subject to lien in accordance with Ozlink's terms and conditions for monies due to Ozlink by the company.
- (D) To be bound by Ozlink's terms and conditions which are available on request.

VESSEL NAME: _____ VOYAGE No.: _____

BILL OF LADING No.: _____ CONTAINER(S) No.: _____

CONSIGNEE: _____ CUSTOMS BROKER: _____

DE-HIRE DEPOT: As per the shipping line delivery order / hand over agreement attached

RETURN DATE: As per the carrier's tariff

ADMINISTRATION FEE: AUD\$50.00 plus GST per container

COMPANY: _____

COMPANY REPRESENTATIVE OR OFFICER: _____

I certify that the above information is true and correct. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Ozlink Logistics Pty Ltd which form part of, and are intended to be read in conjunction with this CONTAINER DETENTION / DAMAGE INDEMNITY FORM and agree to be bound by those conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.***

SIGNED (CLIENT): _____ SIGNED (OZLINK): _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO CLIENT'S SIGNATURE:

Signed: _____ Name: _____ Date: _____