

Service Agreement

3rd Party Logistics Services - Warehousing and Order Fulfilment

Document Name: Service Agreement – 3rd Party Logistics Services

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Client Company Name:	
Authorised Rep:	
Position:	
Effective Date:	



Table of Content

1	Interpretation	3
2	Obligations of Pik Pak	4
3	Your Obligations	4
4	Eligibility	5
5	Sending merchandise to Pik Pak	5
6	Shipping merchandise from Pik Pak	7
7	Prices	8
8	Payment and delivery	9
9	Fees	10
10	Account Balances	10
11	Closing a Client Account.	10
12	Force Majeure	11
13	Warranties	11
14	Termination	11
15	Lien	12
16	Relationship of Parties	12
17	Confidentiality and Privacy	13
18	The Clients Liability	13
19	Errors and Unauthorised Transactions	14
20	Disputes with Pik Pak	15
21	Schedules	18



Service Agreement

Background

- a) For the purposes of it's business, the Client (you) has a need for specialist storage and logistics services.
- b) Pik Pak Logistics Pty Ltd, through it's Pik Pak Logistics division, provides warehousing, inventory management, storage, order receipt fulfilment, kitting, distribution and related services to clients.
- c) Pik Pak Logistics has offered to supply, and the client has agreed to acquire, the services detailed in this agreement, from Pik Pak Logistics.
- d) The terms and conditions for provision of the services to the Client by Pik Pak Logistics are set out in this agreement and the attached pricing Schedules.
- e) This Agreement shall commence on the Effective Date and shall continue in perpetuity unless otherwise specified in the schedule or order form with a designated start and end date.
- f) Either party may terminate this Agreement in accordance with the termination provisions herein.

Summary

The following agreed terms and conditions govern all use of and access to our website (PikPak.com.au) and the services available at or through our website. The website and Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published by us from time to time on the website.

Please read this agreement carefully before accessing the pikpak.com.au website or the services. By accessing the website or using any part of the website or any services, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions, then you may not access the website or use any services. Pik Pak Logistics' acceptance is expressly conditioned upon your understanding and acceptance to all of the terms and conditions of this agreement, to the exclusion of all other terms. If these terms and conditions are considered an offer by Pik Pak Logistics, acceptance is expressly limited to these terms.

We may amend this Agreement at any time by posting a revised version on our website. The revised version will be effective at the time we post it. In addition, if the revised version includes a Substantial Change, we will provide you with prior notice of Substantial Change by posting notice on the "Terms and Conditions" page of our website. We last modified this Agreement on January 1st, 2025.

This Agreement contains 20 sections. The headings and subheadings below are for reference only and do not limit the scope of each section. Some capitalised terms have specific definitions, and we have provided them in section 1.1 Definitions. You will also find underlined words in this Agreement and on our website that hyperlink to relevant information.



Agreed Terms

1 Interpretation

1.1 Definitions

For the purposes of this Agreement, unless the context or subject matter otherwise indicates or requires;

- a) "PikPak.com.au," "Pik Pak", "we," "us" or "our" means Pik Pak Logistics and its parent (Pik Pak Logistics Pty Ltd), subsidiaries and affiliates.
- b) "Client", "user," "you" or "your" means you and any other person or entity using the Service.
- c) "Agreement" means this agreement including all subsequent amendments.
- d) "Law" refers to the laws and regulations of the Commonwealth of Australia in the state of Victoria.
- e) "Advance arrangements" means you are required to use PikPak.com.au prior to tender of a shipment to establish the time and place of tender, and to make special arrangements, if any, for the shipment.
- f) "Balance" means any money that you have in your Pik Pak Account. The terms "money" and "funds" are used interchangeably in this Agreement.
- g) "Business Days" means Monday through Friday, excluding Holidays.
- h) "Holidays" means government appointed holidays as published by the Australian Government at <u>www.australia.gov.au</u>.
- i) "Carriage" means movement of the shipment, and related services, by the contracted carrier.
- j) "Carrier" means the organisation contracted for carriage.
- k) "Chargeable weight" means the greater of actual or cubic dimensional weight. For all rating purposes, "length" is the longest side of any piece or object.
- I) "Consignee" means the business/person whose name appears on the Shipping Document as the party to whom the shipment is to be delivered.
- m) "Consignor" means the business or person who contracts through PikPak.com.au for carriage of the shipment.
- n) "Chargeback" means a request made by a buyer directly to his or her credit card company to invalidate a payment.
- o) "Fees" means those amounts stated in section 9 of this Agreement.
- p) "Information" means any confidential and/or personally identifiable information or other information related to an Account or User, including but not limited to the following: name, email address, billing/shipping address, phone number and financial information.
- q) "Intellectual Property" means the PikPak.com.au website and all products, services and content available through the website (such as the "Pik Pak" trademark and all related logos), including, without limitation, all processes, systems and methods employed by the website to function, and all patent rights, trademark rights, service mark rights, copyrights, trade secrets and other proprietary rights relating to any of the foregoing.
- r) "Policy," or "Policies" means any Policy or other agreement between you and Pik Pak that you entered into on the Pik Pak website, or in connection with your use of the Services.
- s) "Restricted Activities" means those activities described in section 14.3 of this Agreement.
- t) "Owner", "Seller" and "Merchant" are used interchangeably and mean a User who is selling goods and/or services and using the Services to store and/or ship merchandise.
- u) "quotation" means an amount of money entered into the history of a Pik Pak account, in exchange for a service, prior to the service being completed and Pik Pak receiving a final tally of the actual rates and service provided.
- v) "Ship Merchandise" means your ability to ship product though the Service.
- w) "Services", "membership", "subscription" means all receiving, storage and shipping services, use of software, packaging, labour and related products available through www.PikPak.com.au
- x) "Substantial Change" means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.
- y) "Transportation charges" are the amounts assessed for the movement of a shipment and include all the fees and charges specifically named on the invoice. Additional fees or charges may be assessed such as (but not limited to) surcharges, Customs fees and handling fees.
- z) "Verified" means that you have completed our verification process to establish your identity with Pik Pak. Verification does not constitute an endorsement of a User, or guarantee a User's business practices.

1.2 Interpretation

For the purposes of this Agreement, unless the context or subject matter indicates or requires;

- a) Headings are for ease of reference only and do not affect the meaning of this Agreement,
- b) The singular includes the plural and vice versa
- c) A reference to a party includes it's employees, agents, representatives and sub contractors



2 Obligations of Pik Pak

2.1 Services

Pik Pak shall provide the services as set out in this Agreement to the Client, subject to sections 3, 4, 5, 6, 8, 10 and 13.

2.2 Standards

Pik Pak Logistics shall perform duties and obligation under this Agreement in a diligent and professional manner in accordance with comparable standards in trade, industry and applicable laws

2.2.1 Compliance with Laws.

Pik Pak will comply with all applicable laws, including the Australian Consumer Law (ACL), Privacy Act 1988 (Cth), and Victorian Fair Trading Act 1999.

2.2.2 Liability

To the extent permitted by law, Pik Pak's liability for any loss, damage, or delay is limited to the actual cost of the affected goods or services. We are not liable for indirect, consequential, or incidental damages.

2.3 Acceptance of orders

Pik Pak Logistics agrees that in providing the Service to the Client, it will accept orders for such Services from the Client subject to sections 5 and 6.

2.4 Returns services

Where the Service includes a returns service in relation to the Goods purchased by the Client, Pik Pak will receive returns subject to section 6.5.

2.5 Inspection

The Client may not inspect Pik Pak Logistics warehousing unless express written authorisation is granted from a director of Pik Pak Logistics. See section 5.9 Limited Access to Inventory.

3 Your Obligations

In addition to the obligations set out in sections 4 Eligibility, 13 Warranties and 18 The Clients Liability in this Agreement, the Client agrees to meet obligations as set out in the following section.

3.1 Intellectual Property.

- a) As between the parties, all Intellectual Property belongs to Pik Pak or its licensors. The Client shall not (and the Client shall not permit others to), directly or indirectly, modify, translate, decompile, disassemble, or reverse engineer any part of the Intellectual Property, or otherwise attempt to discern the functioning or operation of the website or Service that is not for the purpose of using the website or Service to ship (and management the shipment of) the Clients' products (except to the limited extent applicable laws specifically prohibit such restriction); or copy, rent, lease, distribute, or otherwise transfer any or the rights that you receive hereunder.
- b) For clarity, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Pik Pak and the Client shall not copy, imitate, or use them without our express prior written consent. The Client may use HTML logos provided by Pik Pak through our merchant services, or affiliate programs without prior written consent solely for the purpose of directing web traffic to Pik Pak.com.au
- c) The Client shall not alter, modify or change such HTML logos in any way, use them in a manner that is disparaging or otherwise adverse to Pik Pak or the Service, or display them in any manner that implies Pik Pak's sponsorship or endorsement.
- d) The Client shall not (and the Client shall not permit others to):
 - i. use any robot, spider, scraper or other automated means to access the website (or any of the services available through the website) for any purpose without Pik Pak's express written permission,
 - ii. interfere or attempt to interfere with the proper working of our website or any activities conducted on the website, or
 - iii. bypass any measures Pik Pak may use to prevent or restrict access to the website and/or the services available through the website.

3.2 Assignment.

The Client may not transfer or assign any rights or obligations you have under this Agreement without Pik Pak's prior written consent. Pik Pak reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

3.3 Compliance with Laws

You agree to comply with all applicable laws, including those related to the storage, handling, and transportation of goods.

3.4 Accuracy of Information

You warrant that all information provided to Pik Pak is accurate, complete, and not misleading.

3.5 Prohibited Items

You must not send or store any prohibited items, including hazardous materials, illegal goods, or items that violate any law.

3.6 Notices to The Client.

The Client agrees that Pik Pak may provide notice to the Client by posting it on our website, emailing it to the email address listed in the Clients' Account, or mailing it to the street address listed in the Clients' Account. Such notice shall be considered to be received by the Client within 24 hours of the time it is posted to our website or email to the Client unless we receive notice that the email was not delivered. If the notice is sent by mail, we will consider it to have been received by the Client three Business Days after it is sent. The Client may request a paper copy of any legally required disclosures and the Client may terminate the Clients consent to receive required disclosures through electronic communications by contacting Pik Pak as described in section below. Pik Pak will charge the Client a records request fee to provide a paper copy. Pik Pak reserves the right to close the Clients' Account if the Client withdraws the Clients' consent to receive electronic communications.



3.7 Notices to Pik Pak.

Except as otherwise stated below in section 20 Disputes with Pik Pak., notice to Pik Pak must be sent by postal mail to: Pik Pak Logistics, PO Box 1106, SPRINGVALE, Victoria 3171, Australia.

3.8 Shipping History.

Accounts maintained current can access their full shipping history and balance at any time by logging into their Account or sending an email request to an authorised Pik Pak account manager.

3.9 Account Email.

To use the Pik Pak service, the Client must maintain a valid email, that does not have any spam protection to block Pik Pak's automated notification emails from being received. Emails sent from Pik Pak are deemed as full and complete notice of account status. We advise the Client to add Pik Pak to any lists needed to ensure emails are delivered. Please note that all account alerts are sent via email, and duplicated in the Pik Pak administration log.

4 Eligibility

To be eligible for our Services, the Client must be at least 18 years old and a resident of the Australia or one of the countries with which the Pik Pak fulfilment service can complete a transaction. This Agreement applies to all Users, regardless of the country in which they reside. If any portion of this agreement is unenforceable in the User's country, then the User is in breach of the entire agreement, and is forbidden from using the Pik Pak service. It is the responsibility of the User to determine if any portion of the agreement is unenforceable in their home country.

4.1 Identity Authentication.

The Client authorises Pik Pak, directly or through third parties, to make any inquiries we consider necessary to validate the Clients' identity. This may include asking the Client for further information, requiring the Client to take steps to confirm ownership of the Clients' email address or financial instruments, ordering a credit report and verifying the Clients' information against third party databases or through other sources.

4.2 Privacy and Data Protection

4.2.1 Collection and Use of Personal Information

Pik Pak will collect, use, and disclose your personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs). 4.2.2 Access and Correction

You may request access to or correction of your personal information by contacting Pik Pak.

4.2.3 Data Breaches

Pik Pak will notify you of any data breaches affecting your personal information, in accordance with the Notifiable Data Breaches (NDB) scheme under the Privacy Act.

5 Sending merchandise to Pik Pak

5.1 Receiving Guidelines – Noncompliance Fees.

Pik Pak has strict Receiving Guidelines. If these requirements are not met, the Client may incur additional fees. Compliant inventory is inventory that is received properly, meaning:

- a) Each shipping label has a properly formatted shipping address, including Shipping Notification Number or Pik Pak Purchase Order number (PO).
- b) The dimensions and weight are correct.
- c) If the Client sent a full truckload or ISO container, the Client properly scheduled a delivery window and have written confirmation (from Pik Pak) 48 hours in advance.
- d) New inventory has clear SKU labels corresponding with SKUs in the Clients' account, and is packaged for handling.
- e) Inventory is received cleanly organised, boxed and/or stacked. SKUs are packaged together, unmixed.
- f) Pik Pak is not liable for any duties, customs or fees related to the inventory.
- g) Inventory that does not meet these Receiving Guidelines will be classified as Non Compliant inventory.
- h) Non compliant inventory may be subject to a fee in AUD, depending on the degree of Non Compliance.
- i) Additional fees may apply for labour needed to make compliant, label or otherwise reconcile the Clients' inventory.
- j) If dimensions or weight are later discovered to be in error, storage, handling or shipping charges may apply retrospectively.
- k) The Client agrees that Pik Pak may simply refuse or return any shipment it deems severely Non Compliant, at the Clients' cost, and shall not be liable or responsible for any cost, expense, loss, injury, incorrect consignments, or damage of any nature to, or related to, such refused goods. Whether Pik Pak accepts or refuses goods the Client agrees to indemnify and hold harmless Pik Pak from any and all claims for transportation, storage, handling and other charges relating to such goods, including undercharges, all demurrage, intermodal detention and other charges of any nature.
- I) Pik Pak shall not be responsible for segregating inventory by production code date. If this is required, we recommend the Client either (a) provide the product code date upon receipt or (b) create a unique SKU for each production.
- m) Receiving Accuracy Disclaimer: Upon receiving, Pik Pak does not audit for accuracy all product weights and measurements, or all inventory counts stated by the merchant. Pik Pak will often conduct random "spot check" receipts for accuracy. If the Client would like Pik Pak to audit the Clients inventory levels or product attributes (weight and dimensions) for products in storage or as packaged for shipment the Client must initiate a stock audit. Pik Pak specifically disclaims responsibility for the accuracy of product attributes (weight and dimensions) being entered into the Pik Pak system by customers. The merchant is specifically responsible for product attribute accuracy.
 - i. In the case of production of kitting lots, where a unit represents multiple individual units bundled together, Pik Pak does not audit for accuracy that any specific number of individual units are correctly represented, without a special arrangement subject to a charge.
 - ii. The Client will provide Pik Pak with information concerning the stored inventory which is accurate, complete and sufficient to allow Pik Pak to comply with all laws and regulations concerning the storage, handling and transporting of the stored inventory. The Client will indemnify and hold any Warehouse harmless from all loss, cost, penalty and expense (including reasonable legal fees) which Pik Pak pays or incurs as a result of the Client failing to fully discharge this obligation.



5.2 Fees

Fees for the Services are set out in attached Schedules. All fees are in AUD and exclusive of GST unless otherwise stated.

5.3 Payment Terms

You must pay all fees within 7 days of the invoice date. Late payments may incur interest at the rate of 2% per annum above the Reserve Bank of Australia's cash rate.

5.4 Disputes

ii.

If you dispute any fees, you must notify Pik Pak in writing within 14 days of receiving the invoice.

5.5 Periodic fees (monthly or weekly).

The Clients periodic fee will begin, or will be adjusted accordingly, immediately upon completion of the Inbound Receipt Confirmation in the Clients Account. The Inbound Receipt Confirmation is what provides the shipping address and PO# needed to send us merchandise. Storage charges become applicable upon the date that inventory is delivered to Pik Pak, regardless of unloading date or date of warehouse receipt. A full period storage charge will apply on all goods received between the first and last day, inclusive, of a billing period (monthly or weekly), and a full period storage charge will apply to all goods in storage on the first day of the next and succeeding billing periods. All storage charges are due and payable on the first day of storage for the initial period and thereafter on the first day of the billing period.

5.6 Inventory Must Be Free and Clear

Shipments must be free and clear of all duties and fees prior to arriving at Pik Pak. The Client must be the ultimate consignee and take responsibility for the Clients merchandise clearing any customs, government or carrier inspections. If merchandise arrives at Pik Pak, and customs, duties or fees are applicable to the shipment, these fees will be billed to the Clients account, along with any administration and recovery fees, and the Clients merchandise held until all applicable fees are paid. If notice of fees is determined at a later date, all fees and charges will be immediate and retrospectively. Pik Pak cannot be the named Importer for the Clients merchandise.

5.7 Packing and Marking Requirements.

The Client must comply with all applicable local, state and federal laws, including those governing packing, marking and labelling for all shipments.

- a) Shipments must be prepared or packed to ensure safe carriage with ordinary care in handling.
- b) Each piece must be legibly and durably labelled with the shipping address and PO#.
- c) Pieces with floor-bearing weight greater than 45kg per square metre must be provided with a skid or base that will reduce the floor-bearing weight to 45kg or less per square metre. The skid or base will be included in the gross weight of the piece and must be furnished by the Client.

5.8 Defective Product or Packaging; Obsolescence; Disposal.

- a) Prior to sending a large quantity of merchandise to Pik Pak, we strongly recommend the Client
 - i. check product and packaging is suited for transit, and
 - send a small sample to Pik Pak, and ship it back to the Client, to confirm if the item is suited to shipping.
- b) We reserve the right to refuse, dispose of and/or return at the Client cost any product we deem unfit, dangerous, illegal, requiring special attention, or otherwise interfering with our normal operations. The Client is also liable for any additional labour and materials needed to handle defective product or packaging.
- c) If the Client provides pre-packaged product, we may determine the Clients packaging to be insufficient for shipping, and an outside box required. At our discretion, we may offer an outside box and packaging solution for an additional fee, or we may return the product to the Client at the Clients cost.
- d) Disposing of the Clients merchandise is comparable to shipping, only without the shipping fee. In other words, the merchandise will still be handled as a normal outbound order, with respect to the cost of handling.

5.9 Limited Access to Inventory

- a) Once product is received by Pik Pak, it is unavailable for inspection, exchange or pick up. The Client must submit a standard order for shipping if the Client wishes to move the product to another location.
- b) Sending a third party to pick up product, or coming to pick up product for the Client, is only permitted for Orders Priority marked as BY BYO Carrier and standard processing times apply.
- c) Pik Pak will store the goods at, and may without notice, move the goods within and between Pik Pak warehouses.

5.10 Projects and Kitting

- a) Project or Kitting price quotes are estimates based on information that the Client has provided and may not include all supplies, hours of work or unexpected project costs. Upon approval of a project estimate and completion of work the Client will be billed for all hours and supplies to complete the Clients project. Pik Pak specifically disclaims liability for any project activities conducted at the Client request that results in modification, damages, changes or errors to the Clients product or product packaging. Receiving and shipping delays may result as project work is being completed. The limit of our liability for project related tasks is the hourly charge for the project work. Pik Pak advises that the Client request and pay for a project sample before requesting bulk modifications to your inventory. Pricing is subject to application and available to Pik Pak customers only.
- b) Pik Pak reserves the right to assign a project fee for services or use that it deems at its sole discretion to be excessive or abusive.
- c) Pik Pak reserves the right to request a project to any receiving to ensure compliance with Pik Pak standard receiving requirements. In the event that merchant is requested to pay for such a project, the Clients' exclusive remedy for non-acceptance are cancellation of receiving or account closure of the Clients' Pik Pak account, subject to section 11 Closing a Client Account.



6 Shipping merchandise from Pik Pak

6.1 Application of Rates and Charges

6.1.1 Basis

Rates and service quotations will be based upon the information provided by the Client, but final rates and service may vary based upon the shipment actually tendered. Charges will be assessed at the rates effective the day the shipment is accepted by us. Due to potential delays beyond the control of Pik Pak, in the discovery of errors, Pik Pak reserves the right to retrospectively assess or adjust fees, and to make certain aspects of an account read only at Pik Pak's discretion in order to avoid further errors.

6.1.2 Chargeable Weight.

Due to capacity restrictions on freight vehicles all shipment charges are subject to the greater of the (a) actual weight or (b) the cubic dimension weight ("Cubic Weight"). Each shipment tendered to Pik Pak is charged according to the actual weight or the Cubic Weight, whichever is greater.

- a) Actual Weight is the weight determined by measuring the shipment on a certified scale.
- b) Cubic weight is calculated by using the following density factors;
 - i. 250kg/cubic metre for domestic shipments,
 - ii. 160kg/cubic metre for airfreight domestic or international parcel shipments,

Cubic Weight is calculated using the formula (length in metres) x (width in metres) x (height in metres), multiplied by the density factor. Cubic Weight is always rounded up to the next whole kilogram and calculated on the total external dimensions for all pieces contained in the shipment.

Example: 0.4m x 0.2m x 0.1m, actual weight 1Kg. Cubic Weight = (0.4 x 0.2 x 0.1) x 250 = 2Kg. Therefore, the Cubic Weight will apply as the Chargeable Weight 6.1.3 Additional Fees.

Fees related to Customs and security, failed pickup or delivery, labour and waiting time, and amending consignments, may be assessed additional charges and may incur additional transit day(s). Pik Pak further reserves the right to bill additional fees, along with Pik Pak administrative fees, for address corrections and other carrier adjustments that are billed to Pik Pak.

When using a third party carrier in conjunction with Pik Pak services, the Client shall be responsible for any associated fees billed to Pik Pak. Pik Pak shall not be responsible for determining if fees are correct, delivering messages between the carrier and the Client, or otherwise acting as an intermediary. If an invoice arrives at Pik Pak, for fees applicable to the Clients shipment, these fees will be billed to the Clients account, along with any administration and recovery fees, and the Clients merchandise held until all applicable fees are paid. If notice of fees is determined at a later date, all fees and charges will be immediate and retrospectively. Pik Pak shall not refund any fees or charges, and specifically disclaims any liability for third party carrier fees.

6.1.4 Remote Area Charges

A shipment that originates from, or is destined to, a rural location or a location remote from a commercial centre may be assessed additional charges and may incur additional transit day(s).

6.1.5 Fuel Surcharges

Most carriers apply fuel surcharges, you the Client are responsible for any applicable fuel surcharges.

6.1.6 Product Descriptions and Item Master Information

When the Client inputs new products into Pik Pak the Client must give weight and product dimensions. Please ensure these weights and dimensions are accurate, Pik Pak relies on these for shipping cost estimates. If the Clients weight or dimensions are smaller than actual, Pik Pak shipping estimates will be low and when the actual shipping price is incurred by the carrier the Clients account will be back-billed the difference. If the Clients shipping weights and dimensions are too large Pik Pak will overpay the postage and the carrier will not notify Pik Pak or the Client of the overpayment; Pik Pak will not be responsible for refunds for overpayment of carrier fees due to erroneous product weight or dimensions. If the Client does not know the exact product weight and dimensions Pik Pak requires they submit a project request form through the Clients Pik Pak interface and we will provide an estimated hourly cost to audit the Clients inventory for weight and dimensions. Please not ealso that our shipping costs are estimates until approved/billed by carriers. Pik Pak reserves the right to edit dimensions and weight at its discretion.

6.1.7 Shippable Addresses.

The Client is responsible for the accuracy and deliverability of order shipping addresses. Pik Pak may, at its discretion, occasionally attempt to verify some order shipping addresses, but this is not a replacement for merchant address diligence and verification. If Pik Pak provides an order shipping estimate on the basis of an address later discovered to be inaccurate or incomplete, the merchant may be responsible for any applicable address correction fees, or for any difference in shipping cost due to differences in between the merchant-provided address and the actual address. Examples of discrepancies for which the merchant may be responsible include, but are not limited to, incomplete addresses, commercial/residential address status, and rural address status.

6.1.8 International Shipping

Pik Pak offers International shipping from most warehouses on a best endeavours basis. Pik Pak must offer International shipping as "best endeavours" because we cannot guarantee delivery due to the large number of variable elements beyond our control involved with international shipping and cross border logistics. Pik Pak will not refund or guarantee an international shipment that was lost or returned. Pik Pak advises that all international shipments be tracked and insured.

6.1.9 Quotation Estimates

Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by us to the Client are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon us unless we in writing specifically undertake the handling or carriage of the shipment at a specific rate.

Quotations accepted through Pik Pak's online interface are estimates based on the information the Client has supplied. The Clients final shipping charge may differ based on carrier shipping prices, the actual characteristics of the Clients product, the delivery address, and services requested during the normal course of delivery. Pik Pak specifically disclaims liability for any shipping rate errors due to information the Client has supplied, such as dimensions and weights the Client has entered into our system. Pik Pak disclaims liability for any shipping rate errors due to failures in communication with shipping carriers that are outside of Pik Pak's control.

6.2 Business Days.

Unless otherwise provided, in computing time in days, business days will be used. Specifically in the case of lead times, service delivery times or with reference to a lien.



6.3 Conditions of Transportation.

Except as otherwise provided for herein, Pik Pak assumes no obligation to commence or complete transportation of a shipment within any specific period. Pik Pak will determine the routing of any shipment not routed by the Client, including the mode of transportation used, and may use air transportation, ground transportation, ocean transportation or any combination thereof in providing shipping services. Pik Pak reserves the right to divert any shipment (including use of other carriers) in order to facilitate its delivery. The carriage charges for a shipment will be based on the corresponding rates scale, calculated using the origin to destination, plus the addition of all applicable additional charges. Pik Pak shall not be liable for delays in obtaining and loading cars, trailers or other containers for outbound shipment. Any warehouse shall have a reasonable time to make delivery after inventory is ordered out and shall have a minimum of 10 business days after receipt of a delivery order in which to locate any misplaced inventory.

- a) When goods are ordered out, in the case of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots and civil commotions, or any reason beyond Pik Pak's control, or because of loss or destruction of goods for which Pik Pak is not liable, or because of any other excuse provided by law, Pik Pak shall not be liable for failure to carry out such instructions and goods remaining in storage will continue to be subject to regular storage charges.
- b) If Pik Pak has exercised reasonable care and is unable, due to causes beyond its control, to effect delivery before expiration of the current storage period, the inventory will be subject to storage charges for each succeeding storage period.
- c) All instructions and requests for delivery of inventory or transfer of title are received subject to satisfaction of all charges, liens and security interests of Pik Pak with respect to the inventory whether for accrued charges, unpaid fees, or advances or otherwise.
- d) Pik Pak may require, as a condition precedent to delivery, a statement from the Client holding Pik Pak harmless from claims of others asserting a superior right to the Client to possession of the inventory. Nothing herein shall preclude Pik Pak from exercising any other remedy available to it under the law to resolve conflicting claims to possession of the inventory.

6.4 Carrier.

We reserve the right to use alternate carriers or services that provide comparable service levels, as determined by Pik Pak. In these cases, pricing will remain as initially quoted. Pik Pak reserves the right to modify service levels and carrier options at any time.

6.5 Undeliverable Shipments/Returns.

Pik Pak can only receive merchandise with a proper Purchase Order (PO#) PO# or Returns Authorisation Number (RAN#) attached. Merchandise returned directly to Pik Pak without a proper PO # or RAN #, including undeliverable shipments, will either be returned to stock, refused or discarded. It is the Clients responsibility to submit deliverable orders, and to ensure returns are handled properly.

Further, the Client agrees that the condition of a return is subjective, and that Pik Pak is in no way liable for inspection, or for storing, handling, disposing of, or reshipping returns that appear damaged.

7 Prices

7.1 Prices

The prices to be paid by the Client to Pik Pak Logistics for the services are set out in Schedule 1 and 2.

7.2 Review

a)

- Prices are subject to review;
 - i. every three months
 - immediately in the case of material change or breach of this Agreement

7.3 Material Change

ii.

If there is a material change then;

- a) Pik Pak Logistics may notify the Client of the material change, and
- b) apply the adjusted prices retrospectively, where applicable

7.4 Material Change meaning

For the purpose of section 7.2 and 7.3, "Material Change" means a change in;

- a) The volumes, specification, packaging or configuration of Goods to be carried, handled, stored or otherwise dealt with by Pik Pak Logistics under this Agreement;
- b) The cost of fuel, labour or any other material input required for the provision of the Services;
- c) The equipment required to provide the Services; or
- d) Any applicable law or requirement of a government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity ("Governmental Agency") from;
- e) the volumes, specification, packaging and / or configuration
- f) fuel costs, labour cost or cost of inputs
- g) the equipment used; or
- h) any applicable law or Governmental agency requirements

7.5 GST Exclusive

All amounts payable under this Agreement have been calculated without GST including an amount for GST (unless GST inclusive amounts are clearly stated). In addition to any GST exclusive amounts payable, the recipient must pay an amount equivalent to the GST payable by the supplier on the taxable amount ("GST Amount"). The GST Amount is to be calculated by multiplying the GST exclusive amount by the GST rate applicable to the supply at the time that supply is made. The GST Amount shall be paid to the supplier at the same time and same manner as the relevant consideration is to be paid or provided.

7.6 Taxable Supply

If a supply made under this Agreement is treated as not subject to GST, but is, or becomes a taxable supply Pik Pak Logistics may charge an amount equivalent to the GST payable on that taxable supply.



7.7 Tax invoice

Each party agrees that to the extent it makes taxable supplies under this Agreement, it shall issue a tax invoice to the other party.

7.8 Adjustments

If in relation to a taxable supply made under this Agreement, an adjustment event occurs that gives rise to an adjustment then the price of that taxable supply will be adjusted accordingly and where necessary, a payment will be made to reflect that adjustment.

7.9 Third Party Acquisitions

If any party is required to pay, reimburse or contribute to an amount paid or payable by another party in respect of an acquisition from a third party, the amount for payment, reimbursement or contribution shall be the acquisition price paid by the acquiring party, less any input tax credit it is entitled to claim, plus any GST payable by the third party.

7.10 Non-monetary consideration

Any non-monetary consideration given under this Agreement is GST-inclusive, unless otherwise specified.

7.11 Definitions

Unless the contrary intention appears, words or expressions used in section 5 which are defined in a new tax system (Goods and Services Tax) have the same meaning.

8 Payment and delivery

8.1 Terms of Payment

Pik Pak Logistics is a Pay As You Go, on demand logistics service. To use our services the Client must maintain an account in good standing. At any time the Client can make payments to the Clients account by the following;

- a) Credit card using any of our payment partners (eg. Pay Pal, Airwallex, Stripe etc..)
- b) Bank or company cheque in favour of Pik Pak Logistics Pty Ltd
- c) Electronic funds transfer into the following account;

Account Name (Beneficiary):	Pik Pak Logistics Pty Ltd
Bank:	Bendigo Bank Limited
Branch:	Windsor VICTORIA, Australia
BSB:	633 000
Account No:	133 316 174

All payments are subject to receipt and, in the case of company checks, may take up to 15 days to clear before they are applied to the Clients account.

8.2 Interest

If the Client fails to pay an amount of money under this Agreement on the due date the Client must pay to Pik Pak Logistics interest at the Default Rate on that amount, calculated and payable daily, computed from the due date until the amount is paid in full.

"Default Rate" means (y +2)% per annum where y is the rate quoted by the Bendigo and Adelaide Bank Limited, ABN 11 068 049 178 ("Bank") as it's Overdraft Index Rate ("published rate"), or should there cease to be a published rate, the rate which the Bank designates as being an appropriate substitute for the published rate ("substituted rate"). A certificate signed by a manager or other officer of the Bank stating the published rate at a particular date is conclusive evidence of the rate at the particular.

8.3 Delivery

- a) Delivery of Goods under this Agreement by Pik Pak Logistics will be deemed to have taken place in accordance with the carriers terms and conditions. Pik Pak Logistics will endeavour to obtain a signature from the person who received the delivery at the address for delivery, unless the Client has not selected this service option or advised Pik Pak that no signature is required. Failure to obtain a signature on delivery is not a breach of this Agreement.
- b) Any Goods ordered or shipped and remaining undelivered (for any reason) by Pik Pak Logistics at the delivery date nominated by the Client shall be charged on that date. Any Goods that are not accepted for delivery on that date shall be stored by Pik Pak Logistics for a period of 30 days, after which they will be returned to the Client or sending (consignee) warehouse. The Client agrees to pay Pik Pak Logistics all applicable storage costs and charges for such undelivered Goods.
- c) Cancellation or suspension of all or part of an order, the fulfilment of which has been completed, shall entitle Pik Pak Logistics to immediate payment of the full amount of the contract price for fulfilment of that order.
- d) All inbound deliveries of Goods under this Agreement shall be made in accordance with the Receiving Requirements specified in section 5



9 Fees

9.1 Periodic (Monthly or Weekly) Fees.

Fees are listed in attached Schedules for the relevant service(s). General Terms and Conditions are published on the Pik Pak website, at www.PikPak.com.au Note that items are billed to the period they are actually shipped. For example, if the Client submits an order on Saturday, January 31, the order may not ship until Monday, February 02, and period (month) of usage may apply for the period (month) of January. Pik Pak period fee pricing is subject to change. Should the Client change plans during or at the end of any period, the Clients previous pricing plan may no longer be available.

9.2 Shipping Fees.

Pik Pak pays the Clients shipping fees as they occur, as well as any fees for additional services the Client requests. Each of these fees is debited from the Clients Pik Pak account balance on or about the week of activity.

9.3 Additional Item Fees.

NOT APPLICABLE - Intentionally left blank.

9.4 Currency Fluctuations.

While Pik Pak strives to reduce the effects on merchants from currency fluctuations, Pik Pak reserves the right at its discretion to adjust warehouse pricing immediately in response to currency fluctuations.

10 Account Balances.

10.1 Balances.

The Client must maintain a current account to be in Good Standing. In addition to our Payment Terms, Pik Pak uses a "1 in 1 out" policy, maintaining that clients maintain their account before the next invoice, so there should only be 1 invoice outstanding at any one time. Pik Pak may deny service to Client accounts not in Good Standing.

10.2 Waiver of credit card dispute process.

The use of a credit card often includes the ability to dispute payments made with that card pursuant to certain dispute resolution rules and procedures provided in the agreement the Client has with the credit card company. Additionally, Pik Pak's ability to receive payment of its fees and costs via credit card is pursuant to a form of merchant services agreement which contains its own rules and procedures for dispute resolution, including rules and procedures parallel to those associated with the Clients credit card. By using the Pik Pak service, the Client agrees to waive any and all rights the Client may have to utilise the dispute resolution rules and procedures provided with the Clients credit card and those related to Pik Pak's merchant services agreement. The Clients submission further confirms that the Client will rely exclusively on the dispute resolution procedures provided in the agreed terms of service with Pik Pak.

10.3 Waiver of PayPal dispute process.

The use of PayPal includes the ability to dispute payments made with PayPal pursuant to certain dispute resolution rules and procedures provided in the agreement the Client has with PayPal. Additionally, Pik Pak's ability to receive payment of its fees and costs via PayPal is pursuant to a form of merchant services agreement which contains its own rules and procedures for dispute resolution, including rules and procedures parallel to those associated with the Clients PayPal account. By using the Pik Pak service, the Client agree to waive any and all rights the Client may have to utilise the dispute resolution rules and procedures provided by PayPal and those related to Pik Pak's merchant services agreement. The Clients submission further confirms that the Client will rely exclusively on the dispute resolution procedures provided in the Clients of service with Pik Pak.

11 Closing a Client Account.

11.1 How to close a Client Account.

Once the Client depletes all inventories, the Clients monthly fee will automatically turn off. The Clients account will remain available to the Client at no charge, unless the Client requests additional services.

11.2 Limitations on closing a Client Account.

The Clients monthly fee will continue as long as Pik Pak is carrying inventory for the Client. If inventory remains in the Clients Account, and the Client wishes to stop the monthly fee, the Client must ship the inventory to the Client, or elsewhere, in the same manner as shipping inventory to the Clients customers. The Client must submit a standard order, and use one of our standard shipping services only. The Client must have an account in Good Standing and paid all invoices, prior to Pik Pak releasing inventory.

The Client may not close an Account to evade an investigation. If the Client attempt to close an Account while we are conducting an investigation, we may hold any Clients funds and inventory for up to 180 Days to protect Pik Pak or a third party against the risk of Reversals, Charge backs, Claims, fees, fines, penalties and other liability. The Client will remain liable for all obligations related to the Clients Account even after the Account is closed.

11.3 Security Deposit.

If Pik Pak deems a Client to be high risk or potential for Inventory Abandonment or Dumping, Pik Pak may request that the Client pay a Security or Deposit equal to 6 months storage or equivalent to the cost of shipping and disposal of the inventory items.

If the Client has a credit card on file, we will attempt to charge the Clients card as needed. If at any time additional funds are required, and no valid credit card is available, the Clients account will be placed on hold and Lien Notice may be issued.

11.4 Abandoned Account and Liquidation.

If the Clients fees remain unpaid for a period of 30 days, the Clients account will be reclassified as an Abandoned Account. All rights to ownership of funds and inventory are immediately forfeited by the Client. Inventory will become immediately and irrevocably unavailable, and liquidation proceedings will begin. The Client agrees the inventory will be free and clear of liability, and that the Client will assume any liability. Therefore, The Client will have no rights to the liquidation proceeds subject to section 15 Lien.



12 Force Majeure

Neither party shall be liable to the other, or be in default under the terms of this Agreement, for failure to observe any provisions of this Agreement (other than obligation to pay money), for any reason or cause which could not with reasonable diligence be controlled or prevented by the party in question including, without limitation, strikes, lock outs, labour disputes, acts of God, acts of nature, acts of governments, fires, floods, storms, riots, power failure, war sabotage or inability to obtain sufficient raw material, fuel utilities, provided that;

- a) The party relying on the provisions of this paragraph shall forthwith give to the other party, notice of the relevant event causing the inability to observe or perform the provisions of this Agreement and the reasons therefore; and
- b) The duty to act with reasonable diligence to control or prevent an incident of force majeure shall not oblige a party to settle or compromise any industrial dispute on terms other than it, in it's absolute discretion, deems fit.

13 Warranties

13.1 Warranty by Pik Pak Logistics

Unless expressly stated, in this Agreement, Pik Pak logistics expressly disclaims all conditions and warranties (whether express or implied) in respect of it's obligations under this Agreement. If any condition or warranty is implied into this Agreement pursuant to any legislation (including without limitation, the Trade Practices Act 1974, of Australia) and the legislation avoids or prohibits provisions in a contract excluding or modifying application of exercise of or liability under such condition or warranty will be deemed to be included in this Agreement, provided that Pik Pak Logistics liability for breach of the condition or warranty will if the legislation so permits, be limited, in the sole discretion of Pik Pak Logistics to;

- a) in respect of any goods supplied by Pik Pak Logistics as part of the Service
 - i. the resupply of the good; or
 - ii. the cost of resupply of the good; and
- b) in respect of the Services supplied by Pik Pak Logistics
 - i. the resupply of the good; or
 - ii. the cost of resupply of the good; and
- c) in respect of which the breach occurred, and otherwise will be limited to the maximum extent permitted by law.

13.2 Warranties by the Client

- a) The Client warrants that;
 - i. It has the full right, power and authority to enter into the Terms in this Agreement with Pik Pak Logistics
 - It represents as principal for itself and as agent for any person who has an interest in the Goods of from whom or on whose account the Goods have been received by Pik Pak Logistics or who are entitled from time to time to possession of the Goods (subject Pik Pak Logistics' rights)
 All goods are provided to Pik Pak Logistics:
 - iii. All goods are provided to Pik Pak Logistics;
 - A. are fully and adequately described to Pik Pak Logistics including the name nature type contents and value of all Goods;
 - B. are adequately packaged so as to withstand the ordinary risks of carriage, handling and storage having regard to their nature;
 - C. comply with any relevant legislation or regulations relating to the nature, condition and packaging of the Goods and all expenses and charges relating to that compliance have been or will be paid.
 - iv. It has sufficiently informed Pik Pak Logistics about its requirements for the Service (including without limitation, informing Pik Pak Logistics of any regulatory requirements relevant to the storage, carriage, handling of the Goods) to enable Pik Pak Logistics to perform the Service effectively and cost the service properly;
 - v. It will not tender Goods of a noxious, dangerous, hazardous or flammable nature which are or may become liable to damage the environment or any persons or property whatsoever without fully and clearly so identifying and marking the Goods in the manner required by any relevant legislation or regulations, and otherwise complying with any relevant legislative or regulatory requirements;
 - vi. The person delivering or assigning any Goods to Pik Pak Logistics, or authorising any work, is properly authorised to do so;
 - vii. If the Goods are subject to any control by Customs, all customs duty, excise duty, government charges and costs for which Pik Pak Logistics becomes liable are to be paid by the Client;
 - viii. Any wharf storage charges, bond charges or charges for cartage to bond payable or becoming payable in respect of the Goods are to be paid by the Client, or if paid by Pik Pak Logistics to be reimbursed by the Client; and
 - ix. To the best of its knowledge there will be a suitably practicable road and approach for the vehicles and employees or agents of Pik Pak Logistics to the door of the building or other place where the Goods are received or delivered.
- b) The Client indemnifies Pik Pak Logistics against all losses, actions, suits, claims proceedings damages and costs arising directly indirectly out of or inconsequence of a breach by the Client of any warranties contained in this section.

14 Termination

14.1 Termination for cause

Upon any default set out under section 14.2 the non defaulting party may terminate this Agreement by giving notice to the defaulting party of that termination. The date of termination will be the date upon which the defaulting party is issued such notice or such other (later) date expressly appearing in the notice.

14.2 Default

- Any of the following acts shall constitute default for the purpose of section 14.1;
 - a) If either party fails to observe or perform any term covenant or obligation contained in this Agreement;
 - b) if the Client enters, or threatens or proposes to enter, into any form of insolvency administration, including a voluntary administration as referred to in the Corporations Act 2001 of Australia.
 - c) If the Client passes a resolution or court makes an order that the Client shall be wound up.



- d) If a receiver or manager on behalf of a creditor shall be appointed to the Client or if circumstances shall arise which entitle a court or a creditor to appoint a receiver of manager; or
- e) the Client cease or threatens to cease conducting it's business in the normal manner; or
- f) the Client breaches one of the restricted activities mentioned in section 14.3.

14.3 Restricted Activities

The Client agrees not to engage in the restricted activities, in connection with the use of Pik Pak Logistics website, the Clients Account, or the Services, or in the course of the Clients interactions with Pik Pak Logistics, a User or a third party:

- a) Breach this Agreement, the Carrier agreement, the Acceptable Use Policy or any other agreement that the Client has entered into with Pik Pak (including a Policy);
- b) Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, antidiscrimination or false advertising);
- c) Infringe Pik Pak's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d) Act in a manner that is defamatory, anti competitive, unlawfully threatening or unlawfully harassing;
- e) Provide false, inaccurate or misleading Information;
- f) Send or receive what we reasonably believe to be potentially fraudulent funds;
- g) Refuse to cooperate in an investigation or provide confirmation of the Clients identity or any Information the Client provides to us;
- Attempt to duplicate claims during the course of a dispute by receiving or attempting to receive funds from both Pik Pak and the seller, carrier, or credit card company for the same shipment;
- i) Use an untraceable proxy;
- j) Control an Account that is linked to another Account that has engaged in any of these Restricted Activities. We may use evidence other than the Account Information to determine whether the Client controls an Account in someone else's name, including but not limited to Internet Protocol addresses, common business names, PayPal user IDs, phone numbers, and mailing addresses;
- Conduct the Clients business or use the Services in a manner that results in or may result in complaints, Refused Shipments, Returns, Disputes, Claims, Reversals, Charge backs, fees, fines, penalties and other liability to Pik Pak, a User, a third party or the Client;
- 1) Have a credit score from a credit reporting agency that indicates a high level of risk associated with the Clients use of the Services;
- m) Use the Clients Account or the Services in a manner that Pik Pak, PayPal, Visa, MasterCard, American Express or Discover reasonably believe to be an abuse of the credit card system or a violation of credit card association or PayPal rules;
- n) Allow the Clients Account to have an Account Balance below the Minimum Balance;
- o) Access the Services from a country that is not included on PayPal's permitted countries list. See <u>www.paypal.com.au</u> for more information.
- p) Disclose or distribute another User's Information to a third party, or use the Information for marketing purposes unless the Client receives the User's express consent to do so;
- q) Send unsolicited mail or email to a User or use the Services to send, or assisting in sending, unsolicited mail or email to third parties;
- r) Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- s) Facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information;
- t) Use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
- u) Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere, with our website or the Services;
- v) Take any action that may cause us to lose any of the services from our internet service providers, shippers, or other suppliers;

14.4 Termination without cause

Either party may terminate this agreement without cause, at any time subject to the right of termination in section 14.5 and section 11.

14.5 Rights of termination

- a) Upon termination of this Agreement, Pik Pak Logistics and Client will settle all accounts between them within 5 days from such date or as otherwise mutually agreed. All goods will be held by Pik Pak Logistics until such times all outstanding monies are paid upon termination.
- b) The termination of this Agreement shall be without prejudice to any right or remedy that has accrued to either of the parties under this Agreement and shall not relieve either party from its obligations under this Agreement up until the date of termination.

15 Lien

The Client grants to Pik Pak Logistics a lien over the Goods owned and paid for by the Client, and any related documents in the possession of Pik Pak Logistics from time to time, for any and all monies due by the Client to Pik Pak Logistics from time to time, and Pik Pak Logistics has the right to sell any of the Goods on 30 days notice to the Client and to apply the proceeds, less costs of sale, in reducing monies owing.

15.1 Warehouseman's Lien

Nothing in this Agreement restricts any rights conferred to Pik Pak Logistics by any legislation or regulations relating to warehouseman's lien.

16 Relationship of Parties

16.1 Independent Contractor

Pik Pak helps the Client accept shipments from and make shipments to third parties. Pik Pak is an independent contractor for all purposes, except that Pik Pak acts as the Clients agent only with respect to the custody of the Clients merchandise.

16.2 Sub contractors

Pik Pak is a shipping broker and not a shipping carrier. Pik Pak does not have control of or liability for the carriage of any products. We do not guarantee the identity of any User or ensure that a recipient will accept the shipment.

a) If there is a conflict between these Terms and the Terms on any air waybill, connote, bill of lading or other transit documentation set forth by the contracted carrier, the carrier's Terms will control. If not stated within the carrier's Terms, the Terms as stated herein shall control. All Terms, including,



but not limited to, all the limitations of liability, shall apply to the carrier and their agents and subcontracted carriers. We reserve the right, in our sole discretion, to refuse any incoming or outgoing shipment at any time.

17 Confidentiality and Privacy

17.1 Confidential information

- a) The parties will treat as confidential and will not disclose any other than internally to its own employees, consultants, contractors and advisors (and only where it is reasonably necessary for those employees, consultants, contractors and advisors to receive and be aware of the information for either the purposes of this Agreement, or for internal management purposes) any information that comes into their possession pursuant to as a result of entering into or from the performance of this Agreement except as required for performing their obligations and enforcing their rights under this Agreement.
- b) This obligation of confidentiality will not apply to information which comes lawfully into the public domain, is known to either party prior to the entry into this Agreement, is required to be disclosed by law, or relates to the affairs of a person and that person gives permission in writing for the disclosure of that information.

17.2 The Clients Privacy.

- a) Protecting our Clients privacy is very important to Pik Pak. Pik Pak obligations are contained in the Act, the Privacy Act 1988.
- b) The Client acknowledges that personal information of your customers (Consumers) may be disclosed by Pik Pak as permitted by law. Pik Pak Logistics agrees to only use Consumers personal information for the purpose of providing service to you.

17.3 Privacy of Others.

If the Client receives Information about another Pik Pak User through the Service, the Client must keep the Information confidential and only use it in connection with the Service. The Client may not disclose or distribute a Pik Pak User's Information to a third party or use the Information for marketing purposes unless the Client receives the User's express consent to do so.

18 The Clients Liability

18.1 The Clients Liability.

The Client is responsible for all fees, fines, penalties, claims, charge backs and other liability incurred by Pik Pak, a Pik Pak User, or a third party caused by or arising out of the Clients breach of this Agreement, and/or the Clients use of the Services. The Client agrees to reimburse Pik Pak, a User, or a third party for any and all such liability.

18.2 Actions by Pik Pak.

If the Client engages in any Restricted Activities, we may take various actions to protect Pik Pak, a User, a third party, or the Client from Reversals, Charge backs, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- a) We may close, suspend, or limit the Clients access to their Account or the Services (such as limiting the Clients ability to send us merchandise, and the Clients ability to have us ship merchandise, add funds, or remove financial Information);
- b) We may contact buyers who have received goods that we shipped on the Clients half, contact the Clients bank or credit card issuer, and warn other Users, law enforcement, or impacted third parties of the Clients actions;
- c) We may update inaccurate Information the Client provided us;
- d) We may refuse to provide our Services to the Client in the future;
- e) We may hold the Clients funds and inventory for up to 180 Days if reasonably needed to protect against the risk of liability; and
- f) We may take legal action against the Client.
- g) Pik Pak, in its sole discretion, reserves the right to terminate this Agreement, access to its website, or access to the Service for any reason and at any time upon notice to the Client.

18.3 Account Closure and Limited Access.

There are 3 classes of account closure and limited access, which the Client accepts as pre-conditions to using the Pik Pak Service:

18.3.1 Held Accounts.

Pik Pak reserves the right to place an account on hold for reasons, including but not limited to the following:

- a) Insufficient funds or overdue account.
- b) Suspicious activity.
- c) A customer complaint about a merchant.
- d) A held account is inaccessible to the merchant, and all activity is held.

18.3.2 Immediate termination

Pik Pak reserves the right to immediately terminate an account for reasons, including but not limited to the following:

- a) Ignoring a warning of misuse of the Pik Pak system.
- b) Threatening Pik Pak staff.
- c) Accusing Pik Pak staff of crimes.
- d) Demanding compensation for services outside of our control.
- e) Demanding support inquiries be handled outside of our normal processes.
- f) Refusing to follow recommended Pik Pak procedures, such as obtaining proper insurance, or filing a claim.

Immediate termination is where we immediately close the Clients account, and ship remaining inventory to the billing address on the Clients account, at the Clients expense. If no address is available, we immediately liquidate the Clients inventory. See section 15 Lien.

18.3.3 Termination with 30 days notice.

Pik Pak reserves the right to terminate an account with 30 days notice, with no cause or reason. Termination with 30 days notice is where we send the Client one email notifying the Client of termination in 30 days, without cause. The Client will receive a second notice 15 days prior. It is the Clients responsibility to make sure



Pik Pak has a working email for the Client. The Client may have full or limited use of the Clients account during this time, at our discretion, with the intention of allowing the Client to expire existing inventory without it being shipped back to the Client.

- a) Any inventory that remains on the 30th day will be shipped to the billing address on the Clients account, at the Clients expense. If no address is
 - available, we immediately liquidate the Clients remaining inventory. See section 15 Lien.

18.4 Security Deposit.

If Pik Pak deems a Client to be high risk or potential for Account Closure or Abandonment, Pik Pak may request that the Client pay a Security or Deposit equivalent to the cost of shipping and disposal of the inventory items.

If the Client has a credit card on file, we will attempt to charge the Clients card as needed. If at any time additional funds are required, and no valid credit card is available, the Clients account will be placed on hold and Lien Notice may be issued.

When managing risk for Accounts, we take various steps, such as changing the speed or method of receiving or shipping, and/or requiring the Client to deposit funds with us as security for the Clients obligations to us or third parties. The following types of events may cause us to initiate a request for security deposit or decrease the service levels for a specific account, beyond what is standard and customary for other Pik Pak Users:

- a) The Client cease a substantial portion of or the Clients business or adversely alter the Clients business/operations;
- b) There is a material adverse change in the Clients business;
- c) The Clients business becomes insolvent;
- d) We receive a disproportionate number of customer complaints, Reversals, Charge backs, Claims, fees, fines, penalties or other liability related to the Clients Account; or
- e) We reasonably believe that the Client will not be able to perform the Clients obligations under this Agreement, or any other agreement the Client have entered into with Pik Pak.
- f) Pik Pak may immediately initiate a request for security deposit, and modify the receiving or shipping service levels, if we reasonably believe that it is warranted under this section. Pik Pak will provide the Client with notice specifying these changes. The Client may close the Clients Account if the Client objects to the changes. We may increase or decrease the amount of the Security Deposit, provided that in our reasonable judgment the amount of the Security Deposit is related to the risk for which it was created. If the Clients Account is closed for any reason, we have the right to hold the Security Deposit for up to 180 Days.

18.5 Acceptable Use Policy Violation

If the Client violate Pik Pak Acceptable Use Policy as set forth below in sections (a), (b), or (c) below, then we may fine the Client AUD \$1000.00 for each such violation and may take legal action against the Client to recover additional losses we incur. The Client agrees that AUD \$1,000.00 is a reasonable minimum estimate of Pik Pak's damages, given the current circumstances. This amount reflects the potential harm to Pik Pak and acknowledges the difficulty of proving actual damages.

Pik Pak may deduct such fines directly from any existing Balance in the offending Account, or any other Pik Pak Account the Clients control. The specific activities that may subject the Client to fines by Pik Pak are:

- a) Using the Service to receive or ship merchandise for any sexually oriented or obscene materials or services;
- b) Using the Service to receive or ship merchandise for any weapons, narcotics, other controlled substances, steroids or prescription drugs in violation of the Prescription Drugs and Illegal Drugs and Drug Paraphernalia elements of the Acceptable Use Policy; or
- c) Using the Service to receive or ship merchandise for wagers, gambling debts or gambling winnings, regardless of the location or type of gambling activity.

19 Errors and Unauthorised Transactions.

19.1 Identifying

The Client can inspect the Clients transaction history at any time by logging in to the Clients Account on the Pik Pak website and clicking the "History" tab. It is very important that the Client immediately notify Pik Pak if the Client has reason to believe any of the following activities ("Improper Account Access") have occurred: (i) there has been an unauthorised transaction from the Clients Account; (ii) there has been an unauthorised transaction from the Clients Account; (ii) there has been an unauthorised.

19.2 Notifying Pik Pak of Improper Account Access

If the Client believes there has been or will be an error or unauthorised transaction on the Clients Account, contact us by going to www.PikPak.com.au, clicking the Contact Us link on the bottom of the page, and emailing or calling us without delay.

19.3 Review of Reports

We will advise the Client of the results of our investigation within 10 Business Days after we receive the Clients notice (or 20 Business Days for transactions done at a point of sale terminal or outside Australia). If we have made an error, we will correct it promptly. If we need more time, however, we may take up to 45 Days to investigate the Clients complaint or question (and 90 Days for transactions made at a point of sale terminal or outside Australia). If we decide that we need more time, we may provisionally credit the Clients Account for the amount the Client think is in error within 10 Business Days after we receive the Clients notice; so that the Client will have use of the credit during the time it takes us to complete our investigation. If the Client initially provided information to us via the telephone and we do not receive the Clients complaint or question in writing within 10 Business Days after the Clients oral notice, we are not required to provisionally re-credit the Clients Account.

a) At the end of our investigation, we will advise the Client of the results within 5 Business Days. If we determine that there was no error, we will send the Client a written explanation and we may debit any provisional credit that we previously credited to the Client in relation to the alleged error.

19.4 Liability for Unauthorised Transactions.

If the Client reports and we verify that there has been an Improper Account Access related to the Clients Account, we will reimburse the Client in full for all unauthorised transactions sent from the Clients Account that occur within 5 Days of the time that the Client knew or should have known about the Improper Account Access. If the Client does not report the Improper Account Access to Pik Pak within 5 Days of the time that the Client knew or should have known about it, we will still reimburse the Client in full for all unauthorised transactions that took place within or before that 5-Day period, but the Client may be liable for all



unauthorised transactions resulting from the Improper Account Access that occur on Day 6 and beyond (if we can demonstrate that we could have avoided any losses if the Client had notified us in a timely manner).

19.5 Errors.

If we discover a processing error, we will rectify the error.

If the error resulted in the Clients Account Balance, Pik Pak will debit/credit the Clients Account for the difference.

If the error resulted in our not completing a shipment with the proper quantity, we will reship the additional items at no charge, unless:

- a) through no fault of ours, the Client account was not in good standing,
- b) the product information in the system or labels on the product were incorrect,
- c) our system was not working properly and the Client knew about the breakdown when the Client submitted the order, or
- d) circumstances beyond our control (such as fire or flood or loss of Internet connection) prevented the transaction, despite our reasonable precautions.

20 Disputes with Pik Pak.

20.1 Waiver of Liability

We are a broker, and not the carrier of your shipment, and as such will not be liable. To use the Pik Pak service, the Client agrees to waive all liability and hold Pik Pak harmless for all loss, damage, theft, injury, late shipments, and erroneous shipments. Pik Pak's service levels are described on www.pikpak.com.au, and are non-negotiable.

20.2 Merchant Protection is Available.

Pik Pak advises the Client that, from time to time, errors happen with storage and shipping, and that the prudent approach is protecting the Client ahead of time. Pik Pak offers numerous merchant protection services, that can be taken advantage of anytime. These services cannot be applied retrospectively and are therefore generally established in anticipation at the Clients discretion.

20.2.1 Insurance is Available.

Pik Pak advises storage and marine insurance is available and strongly recommended. Inbound shipping insurance, off-site inventory insurance, and outbound shipping insurance are available. Pik Pak is not an insurance provider.

20.2.2 Consulting is Available.

Pik Pak hereby advises the Client consulting is available, and recommended. Consulting at the time of account start up, and ongoing consulting, are available and provide an opportunity for the Client to review the risks with using an online service broker, such as Pik Pak, as a prudent exercise and to benefit from Pik Paks experience and providing the Client increased flexibility, lower prices, and protection against errors. Pik Pak consulting is an opinion, Pik Pak specifically disclaims any liability for consulting opinions followed or not followed by the Client or associated merchants.

20.3 Resolving Receiving Problems.

Receiving problems must be resolved through inbound shipping insurance. If there is a discrepancy between what is expected, and what is actually received, the Client agrees that filing a claim with the Clients Supplier, Factory or inbound shipping insurance provider is the Clients only recourse, and that Pik Pak has no liability thereafter. A discrepancy may be in quantity, condition of merchandise, or otherwise. Third parties that handle inbound shipping are independent of Pik Pak. Pik Pak is in no way liable for inbound shipping or supply of merchandise.

20.4 Resolving Inventory Issues.

Pik Pak undertakes to exercise all reasonable care, diligence, and professionalism in handling, storing, and accounting for the Client's inventory items.

The Client agrees that Pik Pak liability for inventory discrepancies shall be limited solely to instances where it is proven that the loss, damage, or discrepancy was directly caused by Pik Pak actions or omissions which constitute negligence or wilful misconduct.

In the event of an inventory discrepancy, the Client must provide Pik Pak with written notice within 7 days from the date the inventory was accounted for or was reasonably expected to be accounted for.

Upon receipt of such notice, Pik Pak will conduct a thorough investigation to determine the cause of the discrepancy, and within 14 days, provide a detailed report of its findings to the Client.

If the investigation concludes that the discrepancy was due to Pik Paks negligence or error, Pik Pak will, at its discretion, either:

(a) Replace the lost or damaged goods, or

(b) Compensate the Client for the fair market value of the goods, subject to any agreed limitations specified in 20.13 of this Agreement.

If the investigation concludes that the discrepancy was NOT due to Pik Paks negligence or error, the Client will, at its discretion, either:

(a) Replace the lost or damaged goods, or

(b) filing a claim with the Clients insurer for off site storage, and that Pik Pak has no liability thereafter.

Disputes arising from inventory discrepancies shall be resolved through good faith negotiations and, if necessary, referred to mediation or arbitration in accordance with the dispute resolution procedures outlined in this Agreement.

Pik Pak will maintain electronic records detailing the handling and storage of inventory items, which shall be available to the Client for verification purposes upon reasonable request.

20.5 Resolving Shipping Problems.

Shipping problems for loss or damage must be resolved through outbound shipping insurance. Once a tracking number is listed in the Clients Account, the Client agrees that the Clients recourse for loss or damage is to file a claim with the Clients designated outbound insurance provider, and that Pik Pak has no liability thereafter. In the event a shipment is misdirected and consignee receives incorrect merchandise, Pik Pak will at its discretion issue a pick up request for the said merchandise at no charge or credit to the Clients account for the estimated cost of a return shipping label. It is the Clients responsibility to ensure the product is returned. If the consignee fails to return the product, Pik Pak's maximum liability shall be for the product as specified in Section 20.13 Limitations of Liability. and Pik Pak shall have no liability for damages due to the consignee's acceptance or use of the product. Pik Pak reserves the right to edit dimensions and weight at its discretion, in order to ensure accurate shipping fees are billed to the Clients account. Pik Pak is only a broker of outbound shipping services. Third parties that handle outbound shipping are independent of Pik Pak. Pik Pak is in no way liable for outbound shipping.



20.6 Resolving Product and Packaging Problems.

Product and packaging related problems must be resolved through the manufacturer or product supplier. If there is a problem with the Clients product or packaging, the Client agrees that filing a claim with the product's manufacturer or supplier is the Clients only recourse, and that Pik Pak has no liability thereafter. Pik Pak advises the Client and associated merchants to send samples to themselves before shipping to their customers, to confirm there are no product or packaging problems. "Pik Post" service is available to provide the Client with complete control over the product and packaging. Again Pik Pak is in no way liable for product and packaging problems under any circumstances.

20.7 Resolving Problems Beyond Receiving, Inventory, Product, Packaging and Shipping.

- a) If a dispute arises between the Client and Pik Pak, our goal is to learn about and address the Clients concerns and, if we are unable to do so to the Clients satisfaction, to provide the Client with a neutral and cost effective means of resolving the dispute quickly.
- b) Disputes between the Client and Pik Pak regarding our Services may be reported to Pik Pak online by signing into the Clients account, and visiting the Help Page, or email a support representative by calling Pik Pak during normal business hours.

20.8 Mediation

- a) Except for disputes relating to Section 3.1 (or the Clients breach thereof) or Pik Pak termination of your use of or access to our website or the Services, or as otherwise expressly provided in this Agreement, all disputes arising under this Agreement, or otherwise from the Clients use of or access to the website or Services, shall finally settled by mediation in Melbourne, Victoria (using the English language) in accordance with the Mediation Rules and Procedures ("Rules") of the Law Institute of Victoria.
- b) The single Mediator shall be selected by joint agreement of the parties. In the event the parties cannot agree on a Mediator within thirty (30) days of the initiating party providing the other party with written notice that it plans to seek mediation, then the Mediator shall be appointed by the President for the time being of the Law Institute of Victoria.
- c) Every reference to mediation under this section shall be deemed to be a reference to mediation in accordance with the Mediation Rules and Procedures ("Rules") of the Law Institute of Victoria.

20.9 Impact on obligations

Pending resolution of a dispute or difference referred to mediation under this section the obligations of the parties under this Agreement shall continue.

20.10 Law and Jurisdiction

Except as otherwise agreed by the parties in writing or as described in the Mediation section above, the Client agrees that any claim or dispute the Client may have against Pik Pak must be resolved by a court located in Melbourne, Victoria, Australia. The Client agrees to submit to the personal jurisdiction of the courts located within Melbourne, Victoria for the purpose of litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of the State of Victoria, without regard to conflict of law provisions.

a) The Client agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Pik Pak or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever waived.

20.11 Costs of mediation.

- a) All legal fees and costs (including in-house counsel and paralegals) incurred by Pik Pak relating in any way to Pik Pak's activities referred to in this agreement, in addition to any other relief to which it may be entitled, shall be charged to the Client and shall, for purposes of section 20.11.1 below, be considered "charges present or future with respect to such inventory" and shall attach as a lien on the inventory.
- b) All claims the Client brings against Pik Pak must be resolved in accordance with section 20 of this Agreement. All claims filed or brought contrary to section 20 shall be considered improperly filed and a breach of this Agreement.

20.11.1 Lien.

Pik Pak shall have a lien against the inventory and on the proceeds thereof for all charges for storage, handling, transportation (including demurrage and terminal charges), insurance, labour and other charges present or future with respect to the inventory, advances or loans by Pik Pak in relation to the inventory and for expenses necessary for preservation of the inventory or reasonably incurred in their sale pursuant to law. Pik Pak further claims a lien on the goods for all such charges, advances and expenses in respect to any other property stored by the Client in any other warehouse affiliated with Pik Pak or its subsidiaries wherever located and whenever deposited and without regard to whether or not said other property is still in storage.

20.12No Waiver.

Pik Paks failure to act with respect to a breach by the Client or others does not waive Pik Paks right to act with respect to subsequent or similar breaches.

20.13 Limitations of Liability.

To use the Pik Pak Service, you must agree to waive all of Pik Pak's liability for loss, damage, theft or late shipments. Pik Pak's service levels are described on www.PikPak.com.au, and are non-negotiable.

- a) Pik Pak is a broker, and not the carrier of the Clients shipment, and as such will not be liable for any damage, loss, theft or late shipments, whether direct, incidental, special or consequential, whether or not we knew or should have known that such damages might be incurred.
- b) In no event shall we, our parent, employees or our suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our web site, our service, or this agreement. Our liability, and the liability of our parent, employees and suppliers, to the Client or any third parties in any circumstance is limited to the actual amount of direct damages and excludes any consequential or incidental loss.
- c) In the event of loss, damage or destruction to inventory for which Pik Pak is legally liable, the Client declares that Pik Pak's liability shall be limited to the lesser of the following:
 - i. the actual cost to the Client of replacing, or reproducing the lost, damaged, and/or destroyed inventory
 - ii. the fair market value of the lost, damaged, and/or destroyed inventory on the date the Client are notified of loss, damage and/or destruction
- d) Pik Pak's liability referred to in section 20.13 b) shall be the Clients exclusive remedy against Pik Pak for any claim or cause of action whatsoever relating to loss, damage and/or destruction of inventory and shall apply to all claims including inventory shortage and unexplained disappearance claims unless the Client proves by conclusive evidence that Pik Pak converted the goods to its own use. The Client waives any rights to rely upon any presumption of conversion imposed by law.



20.14 Liabilities Limited for Errors.

Pik Pak will not be liable for, nor will any adjustment, refund or credit of any kind be given as a result of, any delay, failed delivery, misinformation or failure to provide information caused by or resulting in whole or in part from:

- a) The act, default or omission of any person or entity, other than us, including those of any local, state or federal government agencies.
- b) The nature of the shipment, including any defect, characteristic or inherent vice of the shipment.
- c) The Clients violation of any of the Agreed Terms contained herein, as amended or supplemented, or on a Shipping Document, including, but not limited to, the improper or insufficient packing, securing, or falsely marking, declaring, describing or addressing of shipments, or use of a PikPak.com.au account not in good credit standing, or failure to give notices in the manner and time prescribed.
- d) Any but not limited to Force Majeure events, local disputes, local or national weather conditions, national or local disruptions in air or ground transportation networks (as determined solely by us), strikes or anticipated strikes (of any entity, including, but not limited to, other carriers, vendors or suppliers), conditions that present a danger to our personnel or agents, and disruption or failure of communication and information systems (including, but not limited to, our systems).
- e) Our compliance with verbal or written delivery or project instructions from the Client or persons claiming to represent the Client. Pik Pak specifically disclaims liability for any project activities conducted at the Clients request that may result in modification, changes, damages, errors to the Clients products or shipping delays resulting from project work requested. The limit of our liability for errors conducted during project related tasks is the hourly charge for the project work.
- f) Our inability to provide a copy of the delivery record or a copy of the signature obtained at delivery.
- g) Our failure to honour "shipment orientation" graphics (e.g., "Up" arrows, "this end up" markings), "fragile" labels or other special directions concerning shipments.
- h) The Clients failure to provide goods in packaging approved by us prior to shipment where such prior approval is recommended or required.
- i) The shipment of fluorescent tubes, neon lighting, neon signs, X-ray tubes, laser tubes and light bulbs.
- j) The shipment of scale models (including, but not limited to, architectural models, dollhouses, etc.).
- k) The Clients use of an incomplete, inaccurate or invalid Pik Pak account or the Clients failure to provide a valid Pik Pak account in good credit standing in the billing instructions or shipping documentation.
- I) Our failure to notify the Client of any delay, loss or damage in connection with the Clients shipment or any inaccuracy in such notice.
- m) The shipment of perishables, unless expressly agreed in writing.
- n) The Clients failure to provide accurate delivery address information.
- o) The shipment of computers or any components thereof or any type of electronic equipment when shipped in any packaging other than the manufacturer's original packaging.
- p) Any shipment containing a prohibited item including those listed in section 18.5.
- q) Our provision of advice, assistance or guidance on the appropriate packaging of shipments unless such advice, assistance or guidance has been approved in writing by us and the writing expressly accepts liability in the event of a damaged shipment.
- r) Failing to meet our service level guidelines.
- s) Delays or taxes and fees related to Customs, security and government oversight, failed pickup or delivery, labour and waiting time, incomplete consignment, and addresses beyond a reasonable distance from a commercial centre.
- t) Merchandise that the Client did not properly declare, including proper documentation, markings, labels and packaging.

20.15 Excessive Investigation.

While Pik Pak strives to make every effort to investigate and correct its own errors, Pik Pak reserves the right to assign a project fee for investigation it deems to be excessive or resulting in no error.

- 20.15.1 No Warranty.
 - a) Pik Pak, our parent (Pik Pak Logistics Pty Ltd), employees and our suppliers provide our services "as is" and without any warranty or condition, express, implied or statutory. Pik Pak, our parent, employees and our suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.
 - b) Pik Pak does not have any control over funds that are collected for products shipped with our service and Pik Pak cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction. Pik Pak does not guarantee continuous, uninterrupted or secure access to our service, and operation of our site may be interfered with by numerous factors outside of our control.
 - c) Pik Pak will make reasonable efforts to ensure that requests for receiving or shipping merchandise are processed in a timely manner but Pik Pak makes no representations or warranties regarding the amount of time needed to complete processing because our service is dependent upon many factors outside of our control, such as delays 3rd party services or carriers.

20.16 Indemnification.

The Client agrees to indemnify and hold Pik Pak, its parent, officers, directors, employees, agents, licensors and suppliers harmless from any and all claims, demands, losses, expenses, damages and costs (including, without limitation, legal fees) arising out of the Clients breach of this Agreement and/or the Clients use of the Services.

20.17 Complete Agreement.

This Agreement constitutes the entire understanding between the Client and Pik Pak regarding our website and Services, superseding all prior or contemporaneous communications. Email correspondence shall not modify this Agreement. Provisions that naturally survive termination will do so. If any part of this Agreement is deemed invalid or unenforceable, it will be adjusted to the minimum extent necessary, leaving the remainder in full force and effect.



21 Schedules

Scope of Works - Source: The Client

Project Scope

- General description of goods Non Dangeous Consumer goods
- Plan usage determined by "x" orders per month, where x = the actual number of orders shipped
- Primarily B2C deliveries, including international orders
- May include B2B deliveries from time to time, including international orders
- Excludes Retailer EDI (Optional Service may be added later if required)

Pricing Plans

All Pik Pak plans are determined by usage (ie. the number of customer orders monthly)

Orders shipped per month	Plan
0-99	Plan 1
100-249	Plan 2
250-999	Plan 3
1000-2500	Plan 4
+2500	Plan 5

21.1 Schedule 1 Pik Pak Operations Pricing

Please refer to current version : PikPak_Schedule_1-1_WHAUS_YYYDD(P1-5).pdf

21.2 Schedule 2 Pik Pak Customer Shipping

21.2.1 Business to Consumer (Home Deliveries) within Australia

Please refer to current version:

Regular Priority (Plans 1-5) – please refer *PikPak_Schedule_2-1_B2CAUS_YYYYDD(P1-5).pdf* Express Priority (Plans 1-5) – please refer *PikPak_Schedule_2-1_B2CAUS_YYYYDD(P1-5).pdf* B2B Bulk (Plans 1-5) – please refer *PikPak_Schedule_2-1_B2BAUS_YYYYDD(P1-5).pdf*

21.2.2 Business to Consumer International

Please refer to current version:

International Shipping Fees – please refer PikPak_Schedule_2-3_International_Postage_YYYYDD (P1-5).pdf Courier Fees – please refer PikPak_Schedule_2-3_International_Postage_YYYYDD (P1-5).pdf