



## CONTAINER POLICY

### PREMABLE

Container hire is a commercial matter between the shipper and the shipping line or carrier. Container hire makes up part of your carriage contract with your shipping line. The shipping line industry recommends shippers consider the full cost of their international and domestic supply chains when choosing their shipping line.

When considering already levied container detention charges, shipping lines commonly say that they will consider the circumstances on a case-by-case basis and they will come to a reasonable arrangement they, however, may not make determinations on container detention charges you consider reasonable.

FCN does not have commercial relationships with shipping lines, any charges levied by a shipping line are directed to the shipper.

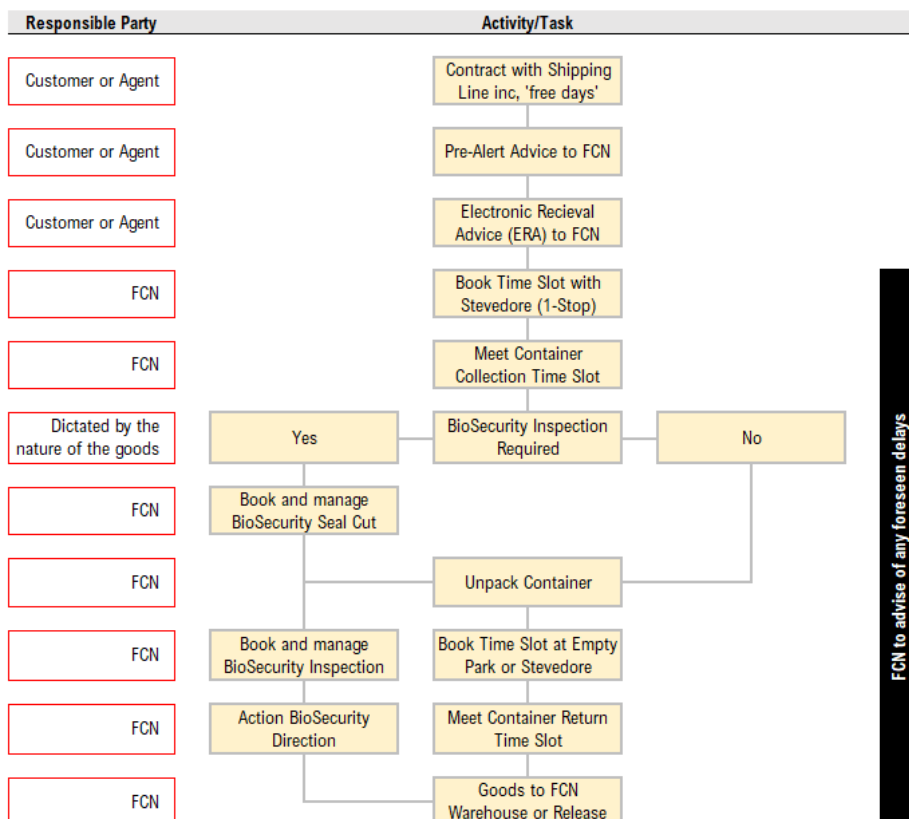
The number of 'free days' shipping lines and you negotiate is a commercial matter between the shipping line and you. It is your responsibility to negotiate the number of 'free days' necessary to consider the range of potential delays which include but are not limited to BioSecurity directions, potential Force Majeure events, our operational schedules, permits and capacity, empty container park capacity etc.

Container hire is referred to in this policy as container detention. Shipper referred to in this policy may be, amongst others, the domestic user, exporter or importer of the containers.

### POLICY

FCN recognises its role is to perform the contracted services and to communicate with and advise you personally, by SMS or email if a container in our possession or control (or soon to be) cannot reasonably be loaded or unloaded and returned to the nominated empty container park or shipping line within the allowable 'free days'.

The scope of the FCN services and responsibilities are:



FCN processes include the proactive taking management of the 'free days' allowable within the arrangements agreed between the shipping line and the shipper. This means FCN, acting reasonably, will advise you of its expected ability to perform its services within the nominated 'free days' window.

In the specific circumstances of a nominated empty container park refusing to accept the return of an empty container for any reason, beyond communication initiated by FCN, are your responsibility. Should a refused containers be required to be stored by FCN, FCN will levy any additional transport charges, container storage and lifting charges as per our rate card.

Liability, negotiations and communication with shipping lines are the responsibility of the Customer.

Should container detention charges be levied on you by a shipping line, and you decide to set off those charges by withholding payment of legitimate charges levied by FCN, FCN Trading Conditions address this possibility in clause 16, CARRIER'S CHARGES "The Customer agrees to pay all sums due to the Carrier without any deduction, counterclaim or set-off."

This Policy is to be read in conjunction with FCN's TRADING CONDITIONS, WAREHOUSE INTERFACE POLICY and CHAIN of RESPONSIBILITY POLICY

A handwritten signature in blue ink, appearing to read 'Dale Ellis', with a small dot at the end of the signature.

Dale Ellis  
General Manager  
FCN Operations Pty Ltd