

Trading Terms and Conditions

The Customer's attention is drawn to these conditions which exclude or limit the Company's liability and may require the Customer to indemnify the Company in certain circumstances.

All business is transacted by the Company subject to these terms and conditions and the terms and conditions of any Transport Document issued by the Company or a Carrier for Services supplied to the Customer. In the event of any inconsistency between these terms and conditions and the terms and conditions of a Transport Document these terms and conditions are paramount. Use of the Services constitutes an acceptance of these conditions by the Customer.

1. Definitions

"Carrier" means the actual carrier engaged to carry the Goods and includes warehousemen.

"Company" means UNITE Logistics Limited ("ULL"), its servants, agents, contractors and subcontractors and includes any and all companies related to any subsidiary of the foregoing.

"CCLA" refers to the Contract and Commercial Law Act 2017.

"Customer" means the person acquiring Services from the Company (whether as principal or agent for another) and includes the shipper, consignee, receiver, owner or bailor of the Goods.

"Container" means any container, trailer, transportable tank, flat, pallet or other packaging or article used to carry, consolidate, store or package the Goods.

"Dangerous Goods" means Goods which are in fact or at law noxious, dangerous, hazardous, explosive, radioactive, flammable or capable by their nature of causing damage or injury to their Container, other Goods or to any persons, or animals, or property.

"HACCP" means any Hazardous Analysis Critical Control Plan developed by ULL and approved by the Customer.

"Person" includes corporation or firm.

"Services" means all services supplied by the Company to the Customer (whether gratuitously or not) and includes but is not limited to any advice or information, carriage, storage, lifting, packing, warehousing, handling, installation, removal, assembly, erection or insurance of the Goods, and arranging provision of these services by a third party.

"Transport Document" means any house or Carrier air waybill, bill of lading, warehouse receipt, consignment note or other document issued by the Company or a third party providing Services in respect of the Goods.

2. Variation of Contract

No purported agreement to vary these terms and conditions shall be binding on the Company unless the same is in writing and signed by a Director of the Company.

3. Dangerous Goods

1) The Customer shall not tender any Dangerous Goods for the provision of Services without first giving the Company notice of intention to ship or bail Dangerous Goods, accompanied by a full description of the same, and obtaining the Company's express written consent. In the event of such consent being given the Customer shall comply with all applicable laws, regulations or requirements in relation to the Dangerous Goods.

2) If any Goods of any type whatsoever, in the opinion of the Company, are or are liable to become of a dangerous, flammable, noxious or damaging nature, they may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Customer and without prejudice to the Company's right to freight and charges.

3) Whether or not the Customer was aware of the nature of the Goods the Customer shall indemnify the Company against all claims, losses, damage or expenses arising in consequence of any breach of the provisions of this clause.

4. Risk and Insurance

(1) The company's carrier liability will be limited to the Contract and Commercial Law Act 2017 (CCLA) for any accidental loss or damage to goods while in the possession of the carrier, provided the loss happens during the period of insurance while the goods are:

- i In transit anywhere in New Zealand (including any loading and unloading); or
- ii Temporarily housed (either on or off the carrying conveyance in the normal course of transit but not at any store, warehouse or holding pen owned or occupied by, or under the control of, the insured, unless solely for the purpose of an "incidental services" as defined by the (CCLA).

(2) The company's carrier liability will also pay for accidental loss to goods carried by a subcontractor on the company's behalf provided that the loss happens during the period of insurance and the subcontractor's conditions of contract are no more extensive than that of the insured.

5. Methods and Route of Transportation

1) Pending forwarding and delivery, the Goods may be warehoused or otherwise held at any place at the sole discretion of the Company at the Customer's risk, unless such storage or holding is solely for the purpose of an "incidental service" as defined by the CCLA.

2) The Company may at any time and without notice to the Customer:

- i Use any means of transport or storage whatsoever;
- ii Transfer the Goods from one conveyance to another including transshipment;
- iii Unpack and remove Goods which have been stowed into a container and forward the same in a container or otherwise;
- iv Proceed by any route at its discretion;
- v Load or unload the Goods at any place and store the Goods at any such place;
- vi Comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government authority.

6. Declaration of Value

The Company will not declare the value of the Goods in a Transport Document unless instructed to do so in by the Customer.

7. Lien

1) All Goods and documents relating to Goods shall be subject to a particular and general lien for moneys due (whether or not overdue and whether or not relating to the Goods and documents held subject to the lien) from the Customer to the Company. If any moneys are not paid within seven days after notice has been given to the Customer that the Goods have been detained, they may be sold or otherwise disposed of at the discretion of the Company and at the expense of the Customer and the proceeds applied in reduction of the amount due.

2) Notwithstanding any transfer of physical possession, the Goods are not released from this lien until all moneys owing have been paid to the Company. In the event of any Goods for any reason being delivered to the Customer without payment having been made in full, the Company may retake possession of them pending payment and may enter any premises for that purpose

8. Warranties

The Customer warrants that it is the owner or the authorised agent of the owner of the Goods and enters into this contract on its own behalf and also as agent for the owner of the Goods and indemnifies the Company against all claims by any other person for any loss or damage whatsoever arising out of or incidental to or in connection with the Services and provided by the Company.

9. Payment

Unless otherwise agreed, all invoices rendered by ULL shall be paid in full, with no deduction or set-off, by the 20th of the following month.

10. Indemnity

The Customer indemnifies the Company from all claims for loss, damage, expense, tax, duty, costs, fines or penalties which the Company becomes liable to pay for any reason whatsoever in respect of the Goods whether or not such liability is due to the negligence or wilful default of the Company.

11. Limit to Liability

- (1) Neither the Company nor its Subcontractors, officers, employees, agents or representatives shall under any circumstances whatsoever be liable in negligence, any other tort, in contract or on any other basis whatsoever, and whether arising from misconduct or wilful default, for:
 - i Any loss or destruction of or damage to the Goods (including any deterioration, contamination or evaporation of any chilled, frozen, refrigerated or perishable Goods); or
 - ii Any non-delivery, mis-delivery, delay in delivery of, or failure to produce the Goods; or
 - iii Any advice, representation, information, assistance, or any service of any kind provided in any form by or on behalf of the Company in the course of or in connection with the Services;
 - iv Any accident, injury, death, damage or loss to any Goods, machinery, persons or property arising from the use of any vehicle, cargo handling appliances or other equipment;
 - v Any consequential or indirect loss whatsoever (including loss of profits or loss of market) arising from or in connection with any of the matters or things referred to in paragraphs i to iv above (or otherwise).
- (2) Without limiting paragraph (1) above, the Company shall not under any circumstances whatsoever be liable for any loss, damage, cost, fine or penalty sustained or incurred by the Customer, the owner of the Goods or any other person resulting from or in connection with any quotation, advice, prediction, forecast, statement, representation or information given or made by or on behalf of the Company, whether negligently or otherwise, as to liability of the Goods for customs duty, excise duty or any other impost or tax or as to the particular tariff or classification applicable thereto. Further, in giving or making any such quotation, advice, prediction, forecast, statement, representation or information, the Company relies solely on the information provided by the Customer who warrants that the information provided by it to the Company accurately and completely describes all aspects of the Goods and the transaction or transactions relating to the acquisition, sale, importation and/or export of the Goods.
- (3) In all cases where liability has not been effectively excluded, whether by these terms and conditions or otherwise, the total liability of the Company to the Customer or to any other person shall be limited to the lesser of:
 - a) \$2,000;
 - b) the value of the Goods at the time the Goods were received by the Company; or
 - c) a resupply of the Goods or payment of the cost of resupplying the Goods;

where the Company may elect between option a), b) and c) above in its sole discretion.

12. Consumer Guarantees

If the Customer has acknowledged in writing that the supply of services is for the Customer's business purposes (as that term is defined in the Consumer Guarantees Act 1993) or if the Customer has actually acquired the services for such purposes, the provisions of the Consumer Guarantees Act shall not apply to the transaction. Otherwise nothing in these terms and conditions shall affect or diminish the rights of any Customer under the Consumer Guarantees Act. In the event of conflict between these terms and conditions and the Consumer Guarantees Act, the provisions of the Consumer Guarantees Act shall prevail and no such conflict shall be deemed as an attempt to contract out of the Consumer Guarantees Act.

13. Sub-Contracting and Indemnity

- (1) The Company shall be entitled to sub-contract on any terms the whole or part of the Services.
- (2) Any person providing the Services (other than the Company) shall have the benefit of these provisions as if they were expressly for his benefit; and in entering into this agreement, the Company does so as agent and trustee for such person.
- (3) If the Company sub-contracts the whole or part of the Services to another person, the Services provided by the Company are also subject to the terms and conditions of the contract between the Company and that other person and the Company shall have the benefit of all provisions benefiting that other person as if those provisions were expressly for the benefit of the Company. In the event of and to the extent of any inconsistency between these terms and conditions and the terms and conditions of the contract between the Company and the other person, these terms and conditions are paramount.

14. Notice of Loss

Any claim for loss or damage must be notified in writing to the Company within seven days of delivery of the Goods or the date upon which the Goods should have been delivered, failing which the Company shall be discharged from all liability howsoever arising.

15. Time Bar

The Company shall be discharged from all liability unless suit is filed and served on the Company within 9 months after completion of the Services, delivery of the Goods or the date when the Goods should have been delivered, whichever is the earlier. The Company hereby contracts out of sections 278 and 279 of the CCLA (in their entirety).

16. Contrary Legislation

These terms and conditions shall be read subject to relevant statutory provisions having effect in New Zealand which by law cannot be excluded, restricted or modified. Any such term and condition of these Terms and Conditions which is inconsistent with or repugnant to that legislation shall be null and void to the extent (but no further) of such inconsistency or repugnance.

17. Severability

Each term of this document is severable from the other, and if for any reason a term is invalid or unenforceable it shall not prejudice or affect the validity or enforceability of any other term.

18. Law and Jurisdiction

These conditions shall be governed and construed in accordance with New Zealand law and any proceedings shall be brought in the courts of New Zealand.