

TERMS AND CONDITIONS OF TRADE

“**Freight Brokers**” refers to Freight Brokers Ltd and also FB Logistics.

“**The customer**” refers to a person or entity which request or on whose behalf Freight Brokers provide services subject to the following terms and conditions.

“**Goods**” refers to any cargo received from the customer, and includes any container, packaging or pallets supplied by or on behalf of the customer.

1. Freight Brokers reserves the right to refuse the carriage of goods for any person or entity at their discretion.
2. Freight Brokers reserves the right to refuse any request for information on suppliers of carriage that may be used for the purpose of carrying goods for delivery.
3. The customer acknowledges they are the owner or authorised agent of the goods and that they have the authority to accept all terms outlined in this document, and do so accordingly for itself and on behalf of all other parties who may hereafter have an interest in the goods.
4. Where the customer is acquiring Freight Broker’s services for the purpose of a business (as “business” is defined by the Consumer Guarantees Act), the customer agrees that the Consumer Guarantees Act does not apply.
5. Unless otherwise agreed in writing prior to carriage, all contracts of carriage shall be “at limited carriers risk”, subject to the Carriage of Goods Act 1979 (hereinafter called “the Act”).
6. The goods are considered by both parties to be delivered when they physically arrive to the delivery address specified on the consignment note or ICOS manifest.
7. Freight Brokers will not provide insurance for any goods. Insurance of said goods is the responsibility of the customer or their authorised agent.
8. The goods shall comply with any applicable legal requirements in reference to labelling, packaging or carriage of said goods. Any expenses incurred by Freight Brokers in relation to complying with these requirements in the carriage, handling or storage of goods shall be paid by the customer.
9. Freight Brokers may charge freight, handling and storage costs by weight, measurement or value. They may also, at any time, re-weighed, re-measure or re-value the goods, or require the goods to be re-weighed, re-valued or re-measured and charge proportional additional freight accordingly.
10. The customer acknowledges that all or part of the work accepted by Freight Brokers may be fulfilled by Freight Brokers entrusting the customer’s goods to their authorised subcontractors and carriers on the terms that have been agreed between Freight Brokers and its subcontractors and carriers. The customer acknowledges that in carrying out the work on behalf of the company, subcontractors have the right to rely on the benefit of these conditions.
11. The goods may at any time be held at any premises and may at any time be removed from any premises at which they are being held to any other premises at the sole discretion of Freight Brokers and in every case at the customer’s risk and expense.
12. No claim in respect of any damage, cost or expense may be made unless notice of the claim is lodged in writing with Freight Brokers within twenty four (24) hours from receipt of the goods or from when the goods would have been received in the ordinary course of business.
13. In the event that a claim does happen, the customer indemnifies Freight Brokers and any such employee, agent or subcontractor against any and all consequences thereof and Freight Brokers shall

be discharged from all liability.

14. Quotations are subject to the right of withdrawal or revision by Freight Brokers without notice to the customer and the customer shall pay Freight Brokers for the services in accordance with the charges set out in the quotation subject to any variation therein between the time the quotation is made and the time at which the services are provided. The charges that are applicable are those which are enforced at the time the services are performed.
15. Quotations do not constitute a binding agreement between the customer and Freight Brokers. A quotation shall be considered void and lapse forthwith, without notice to the customer or person to whom they are given if, in the opinion of Freight Brokers, there has been a change in the circumstances in which the quotation was given.
16. The customer agrees to pay all charges and invoices from Freight Brokers within 7 days of the invoice date. Should payment not be received by this date, interest of 10.0% per month will be added to this total charge, calculated daily from such date.
17. The customer agrees to pay Freight Broker's charges and those of the subcontractor or carrier enlisted by Freight Brokers and also any other costs incurred or money spent by Freight Brokers in relation to the goods or services provided as per the date specified in the consignment note or ICOS booking. Until such payments have been made by the customer and received by Freight Brokers, Freight Brokers is under no obligation to release any of the customer's goods in their possession.
18. "Freight" shall be considered earned by Freight Brokers as soon as the goods have been loaded and despatched.
19. The customer agrees to pay Freight Brokers any costs incurred in relation to obtaining or attempting to obtain payment for any outstanding amounts owed to Freight Brokers by the customer.
20. If at any time payment from the customer to Freight Brokers shall be in arrears, any subsisting obligation of Freight Brokers shall be suspended and Freight Brokers shall not be under any liability to the customer during this time period.
21. Both parties agree that the law that shall apply in respect of the terms and conditions outlined in this document, or any matter arising in relation to the carriage, handling and storage of goods, shall be the law of New Zealand, and the appropriate jurisdiction in respect of any claim or dispute will be the Courts of New Zealand.

Accepted by:

Name _____

Signature _____

Date _____

I represent and have the authority to sign on behalf of:

Company _____

Position _____