



FREIGHT

MANAGERS NZ LTD

smarter freighting solutions

Company Name: _____

Trading Name (if applicable): _____ Years of Trading: _____

Postal Address: _____ Fax: () _____ Phone: () _____

Delivery Address: _____

Contact Persons:

Administration: _____ Ext: _____

Operations: _____ Ext: _____

Type of Business: _____

Bank: _____ Branch: _____

Trade References

(excluding power/telephone companies):

Name: _____ Postal Address: _____ Phone: () _____

Name: _____ Postal Address: _____ Phone: () _____

Name: _____ Postal Address: _____ Phone: () _____

Monthly sales expectation (inclusive of GST) \$ _____

I / We agree to abide by the Terms and conditions attached to this form and acknowledge by signing this application that I / we have read, understood and agree with such terms and have been given a copy of this application.

SPECIAL CONDITIONS:

I / We authorise any person or company to provide you with such information as you may require in response to your credit enquiries. I / We further authorise you to furnish to any third party details of this application and any subsequent dealings that I / we may have with you as a result of this application being actioned by you.

PAYMENT:

Charge Accounts are payable by the 20th of the month following date of invoice unless otherwise agreed.

Third Party Costs

The customer agrees to pay or reimburse all costs and/or expenses incurred instructing a solicitor and/or debt collection agency to recover any amount overdue for payment.

Customer's Signature: _____ Name: _____

Customer's Designation: _____ Date: _____

Freight Managers NZ Ltd Representative: _____

Phone: 09 363 3768

Fax: 09 363 3769



Yes I agree to the terms and conditions as detailed below;

This contract is made between the customer and FREIGHT MANAGERS NZ LTD ("The Company")

We also refer you to transport terms and conditions as per the reverse of transport bills of lading, airwaybills & carters notes as issued and the carriers own websites.

1. RELATIONSHIP BETWEEN THE PARTIES

The Company procures the receipt, packing, storage, transport delivery and other handling of the goods as forwarding agent only and does not undertake, nor will it be deemed to perform any such services itself on behalf of the Customer, the relationship between the Customer and the Company being that of principal and agent only.

2. APPLICATION OF CONDITIONS

All business undertaken by the Company, including the provision of any advice, information or other services is undertaken upon and subject to these conditions. Apart from the General Manager, no agent or employee of the company has the company's authority to alter, waive or qualify these conditions and any alteration, waiver or qualification the General Manager must be in writing and signed by him/her personally.

3. APPLICATION OF LEGISLATION

If any legislation (in particular, but not limited to, the Sea Carriage of Goods Act 1940 or the Carriage of Goods Act 1979) is compulsorily applicable to any business undertaken by the Company, these conditions read as subject to such legislation and nothing in these conditions will be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities of liabilities under such legislation. If any part of these conditions is repugnant to such legislation to any extent such part will as regards such business be void to that extent but no further.

4. SUBCONTRACTORS

All and any instructions or business accepted by the Company may, in the absolute discretion of the Company, be fulfilled by the Company engaging or entrusting the goods to others ("the Subcontractors") on such terms and conditions as the subcontractors may stipulate. The Customer agrees that such instructions, business or other work will be subject to and that the Customer will be bound by the terms, conditions, stipulations and limitations contained in any documents issued by or customarily relied upon by any such subcontractor in connection with such work including (but not limited to) any bill of lading, consignment note, airway bill, or other conditions of carriage. In the event that it is necessary for the Customer to use the name of the Company in order to enforce the Customer's rights against any subcontractor the Company will, on the written request of the Customer and the receipt from the Customer of a sufficient indemnity as to costs, expenses or other liabilities which may arise, allow the Customer to enforce such rights in the Company's name.

5. PROTECTION OF SERVANTS AND AGENTS

The Customer undertakes that no claim or allegation will be made against any servant or agent of the Company which attempts to impose upon any of them any liability whatsoever in connection with the goods and, if any such claim or allegation is nevertheless made, to indemnify the Company and any such servant or agent against all consequences thereof. Without prejudice to the foregoing, every such servant or agent will have the benefit of all the provisions of this contract benefiting the Company as if such provisions were expressly for their benefit and on entering into this contract the Company, to the extent of these provisions, does so not only on its own behalf but also as agent and trustee for such servants or agents.

6. ROUTE OR METHOD OF CARRIAGE

The Company will endeavour to give priority to the forwarding of the goods by the methods specified on the face of the delivery order, but if for any reason that method cannot conveniently be adopted or if, in the opinion of the Company, it is at any stage necessary or desirable in the interests of the Customer to depart from that method, the company will be entitled in its absolute discretion to adopt any other means, route or procedure to be followed for the forwarding or continuation of the forwarding or storage or other handling of the goods. Without prejudice to the generality of the Company's discretion under this clause, the Company may at any time and without notice to the Customer and without in any case incurring any liability whatsoever for so doing:

- (a) Use any means of transfer or storage whatsoever,
- (b) For any purpose whatsoever, arrange for the goods to be transhipped or carried on any substitute vessel;
- (c) Arrange for the goods to proceed by any route from the port of shipment to the port of delivery (whether or not such route is the nearest or most direct or customary route);
- (d) Consent to the goods proceeding to and/or staying at any ports or places whatsoever although in a contrary direction to or out of or beyond the route to the port of discharge once or more than once or in any order backwards or forwards for the purpose of dry docking (with or without cargo on board), loading or discharging cargo or for any purpose whatsoever and/or
- (e) Comply with or consent to any subcontractor complying with any orders, directions or recommendations as to loading, unloading, departure routes, port or places of call, stoppages, destination, arrival, discharge, delivery or in any other respect whatsoever given by any Government or Authority or any person having under the terms of the insurance on the conveyance employed by the Company the right to give directions.



7. WARRANTY BY CUSTOMER

The Customer expressly warrants to the Company that:

- (a) It is the owner or the authorised agent of the owner of the goods;
- (b) It is authorised to accept and it does accept these conditions not only for itself but also as agent for and on behalf of all other persons who are or may hereafter become interested in the goods; and
- (c) All descriptions, values and other particulars furnished to the Company for customs, consular, agricultural, forwarding and other purposes are accurate and it undertakes to indemnify the Company and the subcontractors against all claims, losses, damages, expenses and fines whatsoever arising from any inaccuracy or omission even if such inaccuracy or omission is not due to any negligence on the part of the Customer or may be caused or contributed to by negligence on the part of the Company or the subcontractors.

8. DEVIATION

If any event occurs or appears likely to occur, whether or not it existed or could be foreseen when this contract was entered into, which for any reason in the sole judgement of the Company is likely to or will delay the transport of the goods or render it in any way impracticable, imprudent, unlawful or against the best interests of the Customer for the Company or the contractors to continue the transport and/or delivery of the goods in the manner intended, the Company will be entitled to consent to the goods being discharged at any alternative port or place, including the port of lading, which may be selected by the Company at its absolute discretion. Such port or place will then be deemed for all purposes to be the contractual place of delivery for the goods, or that part of the goods which has been discharged or retained, and freight and the Company's charges shall be deemed to be earned. The Customer shall there take delivery of the goods and pay any additional costs and expenses incurred by the Company or the subcontractors in the carriage of the goods to and the discharge at the port or place. If after the discharge of the goods, the Company makes arrangements for their storage, forwarding or transshipment it is agreed that it will do so as forwarding agent only for and at the sole risk and expense of any Customer who undertakes to reimburse the Company in respect of any storage, freight and/or other charges thereby incurred and to pay the Company's customary charges in respect thereof and these conditions of contract will continue to apply to such services. Where freight is discharged and the Company's charges are incurred pursuant to this clause at any alternative port or place under the provisions of this clause the consignee or the Customer at the option of the Company shall be liable at the ordinary rate charged by the Company for the Company's services. The Company shall have a lien on the goods for all freight charges and expenses payable by the consignee or the Customer under the provisions of this clause.

9. DELIVERY

The goods will be deemed to be delivered when they are delivered to the address given to the Company by the consignee for that purpose, and it is expressly agreed that the goods will be taken to have been delivered in accordance with this contract if at that address a receipt or signed delivery docket for the goods is obtained from any person.

10. PACKING BY CUSTOMER

Except where the Company is instructed in writing to arrange for the packing of goods, the Customer warrants that all goods have been properly and sufficiently packed and prepared for carriage, and where appropriate, storage.

11. HAZARDOUS GOODS

The Company will not, except in terms of special arrangements previously made in writing, accept or deal with any noxious, dangerous or inflammable goods or any goods likely to cause damage or which it is unlawful to carry. If the Customer nevertheless delivers such goods to or causes such goods to be handled or dealt with by the Company or any subcontractor or agent, the Customer shall be liable for all loss or damage whatsoever caused by or to or in connection with the goods howsoever caused or arising and shall indemnify the Company, the subcontractors and the agents against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the Company, the subcontractors or any other person in whose custody they may be at the relevant time. If such goods are accepted under any arrangement previously made in writing, they may nevertheless be so destroyed or otherwise dealt on account of risk to other goods, property, life or health. The expression "goods likely to cause damage" includes goods likely to harbour or encourage vermin or other pests, harmful bacteria or diseases.

12. VALUABLES

The Company will not, except in terms of special arrangements previously made in writing, accept or deal with bullion, coins, precious stones, jewellery, valuables, antiques, pictures, livestock or plants. If the Customer nevertheless delivers such goods to or causes such goods to be handled or dealt with by the Company or any subcontractor or agent the Company, the subcontractors and the agents shall not be under any liability whatsoever for or in connection with the goods howsoever caused or arising.

13. PERISHABLE GOODS

The Company will be entitled to sell or dispose of any perishable goods which, in the opinion of the Company, appear to be deteriorating and likely to become offensive or which are not taken up immediately upon arrival or which are insufficiently



addressed or marked or port-marked or otherwise are not readily identifiable, without any notice to the Customer.

14. NON-PERISHABLE GOODS

The Company will be entitled to sell or dispose of any non-perishable goods which in the opinion of the Company, cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee or any other person after 21 days notice in writing of intention to sell or dispose of the same has been given to the Customer.

15. POWER OR SALE OR DISPOSAL

All goods which the Company or subcontractors is, in terms of these conditions, entitled to sell or dispose of, may be sold by auction or otherwise at the sole discretion of the Company or subcontractor. All charges and expenses in connection with the sale or disposal of the goods shall be paid by the Customer and payment or tender of the net proceeds of the sale or disposal, after deduction of all such charges and expenses and any other indebtedness of the Customer or owner of the goods to the Company or subcontractor, shall be equivalent to delivery. Any such sale shall not prejudice or effect the Company's right to recover from any person any balance due or payable to the Company in respect of any services provided by it or the cost of the detention and sale of the goods.

16. LIABILITY FOR DUTIES, CHARGES AND OUTLAYS

The Customer will be liable for and will indemnify the Company or the subcontractors against any liability on their part in respect of all duties, taxes, imposts, levies, deposition, demurrage or outlays of any kind whatsoever levied by the authorities and any port or place for or in connection with the goods or their carriage and for and in respect of payments, lines, expenses, loss or damage whatsoever incurred or sustained by the Company or the subcontractors due to industrial strikes, lockouts, civil commotions, riots or other-cause outside the reasonable control of the Company or subcontractor.

17. LIABILITY FOR FREIGHT

When goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person, the Customer will remain responsible for the same if they are not paid by such consignee or other person immediately when due.

18. PAYMENT

The Company's charges and those of any subcontractor or any other costs incurred or moneys expended by the Company in connection with the goods shall be paid to the Company in cash immediately prior to delivery of the goods and without deduction and payment shall not be withheld or deferred on account of any claim, counter-claim or set-off.

19. ARREARS

If at any time payment from the Customer to the Company is in arrears, any subsisting obligations of the Company will be suspended and the Company will not be under any liability to the Customer during such period.

20. DEFAULT INTEREST

Should payment of the Company's charges not be made in full within seven days of due date, the Customer shall pay penalty interest on all moneys outstanding at a rate equal to 4% above the Company's bank's indicator lending rate from time to time calculated on a daily basis from such date until the date payment is received by the Company but without prejudice to the Company's other rights and remedies in respect of the Customer's default in failing to make payment on the due date.

21. INSURANCE

No insurance will be effected on the goods except upon express instructions given in writing by the Customer. All insurances effected by the Company or the subcontractors are subject to the usual exceptions and conditions of the policies of the insurer or underwriter taking the risk. Should the insurer dispute liability for any reason the insured will have recourse against the insurer only, and the Company will not be under responsibility or liability whatsoever in relation thereto notwithstanding that the premium upon the policy may not be the same as that charged by the Company or the subcontractor to the Customer.

22. RETENTION OF BROKERAGES AND REMUNERATIONS

The Company is entitled to retain and be paid all brokerages, commissions, allowances and other remunerations arising out of the services undertaken hereunder.

23. LIEN

All goods (and documents relating to goods) will be subject to a particular and general lien and right of detention for moneys due either in respect of such goods or for any particular or general balance or other moneys due from the Customer or the consignor, consignee or owner to the Company. If any moneys due to the Company are not paid within one calendar month after notice has been given to the person from whom the moneys are due that such goods are being detained, they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of such person, and the net proceeds applied in or towards satisfaction of such indebtedness. Any such sale shall not prejudice or affect the Company's right to



recover from such persons any balance due or payable to the Company in respect of the services provided hereunder or the costs of the said detention and sale.

24. LIABILITY OF COMPANY

The Company will be under no liability whatsoever or howsoever arising and whether in respect of or in connection with any goods (notwithstanding that the Company may come into possession of the goods) or any instructions, advice, information or services or otherwise nor for any consequential loss, loss of market or consequences of delay or deviation howsoever caused.

25. DECLARATIONS IN RESPECT OF THE GOODS

The Company will not be obliged to make any declaration for the purpose of statute convention or contract as to the nature or value of any goods or as to any special interest in delivery unless expressly instructed in writing by the Customer so to do.

26. LIABILITY OF THIRD PARTIES

Without prejudice to clause 7, the Company will have the right to enforce any liability of the Customer under these conditions or to recover any sums to be paid by the Customer under these conditions not only against or from the Customer but also, if it thinks fit, against or from the consignor and/or the consignee and/or the owner of the goods.

27. FOREIGN CURRENCY

All foreign exchange transactions are undertaken at the published bank selling rate in force at the time of conversion and are subject to a currency adjustment loading as set by the Company. The level of currency adjustment loading remains entirely at the discretion of the Company. The Company is not required to accept payment in the form of any foreign currency and retains the right to raise all debits in NZ Currency whereupon the release of goods and the performance of services will be undertaken by the Company only against payment in NZ Currency.

28. INDEMNITY

In addition to and without prejudice to the foregoing conditions, the Customer undertakes that it will in any event indemnify the Company against all liabilities whatsoever suffered or incurred by the Company arising directly or indirectly from or in connection with the Customer's instructions or their implementation and in particular the Customer will indemnify the Company in respect of any liability whatsoever it may be under to the servants, agents or subcontractor of any haulier, carrier, warehouseman or other person whatsoever at any time involved with the goods arising out of any claim made directly or indirectly against any such party by the Customer or by any consignor or consignee or owner of the goods or by any person interested in the goods or by any person whatsoever.

29. CHARGES

(a) All contracts are made upon the basis that the work to be performed will be carried out in ordinary working hours without interruption and the Company shall be entitled to make an extra charge to cover any extra costs or extra time incurred by the Company due to delay on the part of the Customer, the consignor or the consignee of the goods.

(b) The Company may charge freight by weight, measurement or value and may at any time reweigh, revalue or remeasure the goods and charge additional freight calculated upon such basis.

30. ACTIONS AGAINST THE COMPANY

The Company will be under no liability whatsoever unless:

(a) Written notice of any claim, giving full particulars of any alleged loss or damage is received by the Company within seven days after delivery of the goods, or in the case of the loss or destruction of the goods, within 14 days of the date of dispatch: and

(b) An action shall have been commenced by the Customer for such claim in a court of competent jurisdiction within one year from the date of dispatch of the goods.

31. NOTICE

(a) Any notice to be given under this contract will be deemed to have been properly served if delivered or sent by registered post or facsimile transmission to the registered office of the party to receive it or the usual or last known residence or place of business of such party.

(b) Any notice sent by registered post will be deemed to have been properly served two days after the date upon which it was posted. Any notice sent by facsimile will be deemed to have been properly served on the date of transmission or, if the transmission is made after 5.00pm or on a day other than a normal working day, then on the next working day following the date of transmission. Any notice delivered to the appropriate address will be deemed to have been properly served on the date upon which the notice was so delivered.

32. THESE CONDITIONS TO BE PARAMOUNT

The terms and conditions set out herein will prevail over the terms and conditions set out in any document used by the Customer, the owner or any other person having an interest in the goods and purporting to have a contractual effect.



33. PACKAGING

The Customer will be responsible for returning the containers, pallets or other packaging delivered with the goods ('The Packaging') to the Company or any other person notified to the Customer within the time specified by the Company (time being of essence). The Customer will either:

- (a) Be liable for and indemnify the Company against any claims of any kind whatsoever arising out of; or where applicable.
- (b) Be required, at the absolute discretion of the Company, to pay the Company's charges for, the late return of, loss of, or damage to the packaging while the packaging is in the possession or control of the Customer, its employees, agents or subcontractors.

34. RIGHT TO REFUSE CARRIAGE

The Company reserves the right to refuse carriage for any class of goods.

35. JURISDICTION

All agreements between the Company and the Customer will be governed by New Zealand law and will be within the exclusive jurisdiction of the New Zealand Courts.

SPECIAL CONDITIONS APPLYING TO THE CARRIAGE OF GOODS WITHIN NEW ZEALAND Subject to clause 3, in respect of a contract between the Customer and the Company for the carriage of goods within New Zealand the following clauses will apply and in the event of any conflict between such clause and clauses 1-35, the following clauses will prevail.

36. APPLICATION OF THE CARRIAGE OF GOODS ACT 1979 ("The Act")

- (a) Sections 10, 18, 19, 20, and 21 of the Act will not apply to the contract.
- (b) Sections 22, 23, 24, 25, 26 and 27 of the Act will apply to the contract only to the extent that they extend or enlarge the Company's rights and powers in terms of the contract.

37. LIABILITY The contract will be "at limited carrier's risk" unless:

- (a) The Customer or its agent has signed on the face hereof or any other documents relating to the carriage of the goods, a statement in the following terms -
These goods are to be carried at "owners risk". This means that the carrier will pay no compensation if the goods are lost or damaged unless it intentionally loses or damages them".
- (b) There is a contract in writing expressed to be "at owner's risk" signed by the parties or their agents relating, but not necessarily exclusively, to the carriage of goods. Or
- (c) The Customer is a "carrier" as defined in the Act in which case the contract will be "at owner's risk".