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Beyond Logistics

Jenners Worldwide Freight Limited
CONDITIONS OF CONTRACT

1. GENERAL
a) These Conditions shall prevail over the terms and conditions in any document used by the Customer or any other person having an interest in the goods and purporting to have contractual effect.
b) Any variation of these Conditions must be in writing signed by the Forwarder
c) No agent or employee of the Forwarder has the Forwarder's authority to alter, vary or waive these Conditions.
d) Perishable goods which are not taken up immediately upon arrival or are insufficiently addressed or otherwise not readily identifiable may be sold or otherwise disposed of without any notice to the Customer or the consignee and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale of disposal of the goods shall be paid by Customer.
e) For the purposes of these Conditions:
"Forwarder" means Jenners Worldwide Freight Limited, its servants, agents, employees and directors and includes any subsidiary, parent or related company of the foregoing.
"Customer" includes any person or entity which, whether as principal or as agent for another, contracts with the Forwarder for any Carriage and includes also the holder of any carriage documentation issued by the Forwarder as well as the owner, shipper or consignee or any cargo in respect of which Carriage is performed by the Forwarder.
"Carriage" means the carriage, storage, warehousing, packaging, handling, packing, unpacking, consolidation, despatch, loading or unloading of any goods or any container or both, and includes any other service provided by the Forwarder as forwarding, transport, customs or shipping agent of the Customer, and any services ancillary to or connected with any of the above.

2. FORWARDER AN AGENT ONLY
The forwarder is not a common carrier and will accept no liability as such. The Forwarder reserves the right in its absolute discretion to refuse the carriage of goods or any class of goods for any person. The Forwarder carries on business as a customs and forwarding agent and is not the actual carrier unless the goods are carried by any conveyance owned or operated by the Forwarder. The obligations of the Forwarder are limited to arranging the carriage of the goods by a reputable carrier as agent to enter into the terms and conditions in a transport document on behalf of the Customer. The Customer agrees to indemnify the Forwarder against all claims that may be made against the
Forwarder by any person in connection with the goods.

3. OTHER LEGISLATION
If any legislation is compulsorily applicable to any business undertaken by the Forwarder, these Conditions shall be read as subject to such legislation. Nothing herein shall be construed as a surrender by the Forwarder of any of its rights or immunities or as an increase of any of its responsibilities under such legislation and if any part of these Conditions be repugnant to such legislation to any extent such part shall be void to that extent but no further.

4. SUB CONTRACTORS
The Forwarder is authorised to arrange for the Carriage of the goods with any subcontractor an on any terms in the Forwarder's sole discretion. The Customer agrees that all work performed by any subcontractor shall be subject to and that it shall be bound by the terms, conditions, stipulations and limitations contained in any document issued by or customarily relied upon by any such subcontractor in connection with such work. In these conditions 'subcontractor' includes any person receiving, packing, storing, transporting or otherwise handling the goods in terms of any arrangement with or instructions from the Forwarder and his servants and agents.

5. PROTECTION OF SUBCONTRACTORS
The Customer undertakes that no claim shall be made against any subcontractor which attempts to impose upon him any liability whatsoever in connection with the goods and, if any such claim should nevertheless be made, to indemnify the Forwarder and the subcontractor against all consequences thereof. Without prejudice to the foregoing every subcontractor shall have the benefit of all the provisions of this contract benefiting the Forwarder as if such provisions were expressly for his benefit and in entering into this contract the Forwarder, to the extent of these provisions does so not only on its own behalf but also as agent and trustee for such contractors.

6. ALTERATION OF ROUTES, METHOD, ETC
a) The Forwarder shall have complete discretion as to the means, route and procedure to be followed in the handling, storage and transportation of the goods and the provision of its services. Where any specific means, route or method of handling the goods is specified in writing by the Customer the Forwarder will endeavour to use that means, route or method but if, in the opinion of the Forwarder, it is necessary or desirable not to do so the Forwarder may, in its absolute discretion, at any time, adopt any other means, route or method without giving notice or incurring any liability whatsoever to the Customer. This includes the right to tranship the goods from one vessel and/or to another whilst in transit.
b) If any event occurs or appears likely to occur which, in the opinion of the Forwarder is likely to delay the transport of all the goods or render it in any way impracticable, imprudent, unlawful or against the best interests of the Customer for the Forwarder or the subcontractors continue the transport of the goods in the manner intended, then the Forwarder may arrange for the goods to be discharged at any alternative port, airport or place (including the departure port or airport). Such port, airport or place shall then be deemed to be the contractual place of delivery for the goods (or that part which has been discharged or retained) and freight and the Forwarders 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 Forwarder or the subcontractors in the carriage of the goods to and their discharge at such port, airport or place if, after such discharge of the goods as aforesaid, the Forwarder makes arrangements for their storage, forwarding or transhipment it is agreed that it shall do so at the sole risk and expense of the Customer who undertakes to reimburse the Forwarder in respect of any storage, freight and/or charges thereby incurred and to pay the Forwarder's customary charges in respect thereof and these Conditions shall apply to such services.

7. OWNERSHIP OF GOODS
THE Customer expressly warrants to the Forwarder that it is the owner or the authorised agent of the owner of the goods and that it is authorised to accept and does accept these Conditions not only for itself but also for and on behalf of all other persons who are or may hereafter become interested in the goods. The Customer will indemnify and hold harmless
the Forwarder and its agents, principals, servants, and sub-contractors against liability to any adverse claimant or party claiming through them alleging that the Customer does not have the ownership or authority asserted under this clause.

8. PARTICULARS OF GOODS
THE Customer shall be bound by and hereby warrants the accuracy of all descriptions, values and other particulars furnished to the Forwarder for customs, consular, agricultural, forwarding and other purposes and it undertakes to indemnify the Forwarder and the subcontractors against all claims, losses, damages, expenses and fines whatsoever arising from any inaccuracy or omission whether or not such is due to any negligence on the part of the Customer or which may be caused or contributed to by negligence on the part of the Forwarder or the subcontractors.

9. DELIVERY
THE goods shall be deemed to have been delivered when they are delivered to the address given to the Forwarder by the Customer or consignee for that purpose.

10. PACKING
EXCEPT where the Forwarder is instructed in writing to arrange for the packing of the goods the Customer warrants that all goods have been properly and sufficiently packed and prepared for carriage.

11. HAZARDOUS GOODS
EXCEPT under special arrangements previously made in writing, the Forwarder will not accept or deal with any noxious, dangerous or inflammable goods or any goods likely to cause damage or which is unlawful to carry. If the Customer delivers such goods to or causes such goods to be handled or dealt with by the Forwarder or any subcontractors in the absence of such special arrangements the Customer shall be liable for any loss or damage whatsoever caused by or to in connection with the goods howsoever caused or arising and shall indemnify the Forwarder and the subcontractors 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 Forwarder or the subcontractor at the expense of the Customer without the Forwarder or the subcontractor being responsible or accountable for the value thereof. If such goods are accepted under a special arrangement they may nonetheless be destroyed or otherwise dealt with 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
EXCEPT under special arrangement previously made in writing, the Forwarder will not accept or deal with bullion, coins precious stones, jewellery, valuables, antiques, pictures, livestock or plants. If the Customer delivers such goods to or causes such goods to be handled or dealt with by the Forwarder or any subcontractor in the absence of such special arrangements, neither the Forwarder nor the subcontractor shall be under any liability whatsoever for or in connection with the goods however caused or arising.

13. INSURANCE
NO insurance will be effected on the goods except upon express instructions given in writing by the Customer and all insurances effected by the Forwarder or the subcontractor are subject to any exceptions and conditions in the policies of the insurer taking the risk. The Forwarder or the subcontractors shall not be under any obligation to effect a separate
insurance on each consignment but may declare it on any open or general policy. Should the insurers dispute their liability for any reason the insured shall have recourse against the insurers only, and the Forwarder shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding the premium upon the policy may not be at the same rate as that charged by the Forwarder or the subcontractor or paid to the forwarder by the Customer.

14. PAYMENT OF CHARGES
a) The Customer agrees to pay the Forwarder's standard charges and those of any subcontractor and any other costs incurred or money expended by the Forwarder in connection with the goods. Such standard charges include stand-by charges in the event of delays in loading or unloading in excess of thirty (30) minutes. All charges shall be deemed earned as soon as the goods have been moved any distance. The Customer shall pay all charges in full and shall not be entitled to make any deduction or set off in respect of the same.
b) Except under special arrangements previously made in writing, no credit will be given for any moneys due to the Forwarder which are to be paid to the Forwarder at the time the goods are delivered to the Forwarder for carriage.
c) In the event that the forwarder's charges are not paid on due date the Forwarder may charge interest thereon until payment at the rate of 2.5% per month.
d) Where any expenditure to be refunded by the Customer has been incurred by the Forwarder in any currency other than New Zealand currency, such expenditure shall be converted to New Zealand currency at the rate notified by the Forwarder's trading bankers at the date of issue of the Forwarder's invoice and statement ("the date of issue"). If there shall be any fall in the value of New Zealand currency against the currency which has been converted between the date of issue and the date of payment by the customer, the Forwarder shall be entitled to recalculate such currency conversion as at the date of payment and the customer shall forthwith pay any additional amount resulting therefore. In this clause "date of payment" means the date three business days following the date of actual receipt by the Forwarder of the Customer's payment.
e) When goods are accepted or dealt with upon instructions to collect freight duties, charges or other expenses from the consignee or any other persons, the Customer shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.
f) If at any time payment from the Customer to the Forwarder shall be in arrears, any subsisting obligations of the Forwarder shall be suspended and the Forwarder shall not be under any liability to the Customer during such period.
g) Any expenses, disbursements and legal costs incurred by the forwarder in the enforcement of any rights contained in this contract shall be paid by the Customer including any reasonable Solicitor's fees on a Solicitor / own client basis.

15. LIEN
ALL goods (and documents relating to goods and any monies or monies worth received or receivable to the account of the Customer) shall immediately they come into the possession of the Forwarder or any subcontract, be subject to a particular and general lien and right of detention for any moneys due to the Forwarder or any related company (as defined in the Companies Act 1993) of the Forwarder by the Customer or the consignee or owner, whether in respect of such goods or otherwise, and whether or not such moneys are overdue for payment. If any moneys due to the Forwarder or such 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 Forwarder and at the expense of such person, and the net proceeds applied in or towards satisfaction of any such indebtedness. Any such sale shall not prejudice or affect the Forwarder or the related company's right to recover from such person any balance or any amount remaining unpaid.

16. SET-OFF
The Forwarder shall have a right to off-set any credit balance held in the name of a Customer any monies which are in any respect owed to the Forwarder by the Customer.

17. DISPOSAL OF GOODS
THE Forwarder shall be entitled to sell or dispose of all non-perishable goods which in its opinion 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 twenty-one (21) days' notice in writing of intention to sell or dispose of the same has been given to the Customer. All charges and expenses arising in connection with the storage and sale or disposal of the goods shall be paid by the Customer

18. LIABILITY
a) If the Contract and Commercial Law Act 2017 applies to any work undertaken hereunder, the contract is at a "at limited
carriers risk".
b) If the Civil Aviation Act 1990 or the Maritime Transport Act 1994 apply for any service provided by the Forwarder, the Forwarder's liability for loss of or damage to the goods shall be limited in the manner prescribed in these Acts.
c) Subject to any of the provisions of the said Acts imposing liability in respect of the loss of a damage to the goods.
(i) The Forwarder shall not be under any liability, howsoever caused or arising and (without limiting the generality of the foregoing) whether caused or arising as a result of the negligence of the Forwarder or otherwise, for any damage to, loss, deterioration, mis delivery, delay in delivery or non-delivery of the goods (whether the goods are or have been in the possession of the forwarder or not) nor for any instructions, advice, information or service given or provided to any person, whether in respect of the goods or any other thing or matter, nor for any consequential or indirect loss, loss of market or consequences of delay; and
(ii) the Customer will indemnify the Forwarder against all claims of any kind whatsoever, however caused or arising and (without limiting the generality of the foregoing) whether caused or arising as a result of the negligence of the Forwarder or otherwise, bought by any person in connection with any matter or thing done, said or omitted by the Forwarder in connection with the goods.
d) The Forwarder shall be under no liability whatsoever unless:
(i) written notice of any claim, giving full particulars of any alleged loss or damage is received by the forwarder within three days after the delivery of the goods, or in the case of the loss or destruction of the goods, within seven days of the date of delivery or the date when they should have been delivered; and
(ii) an action shall have been commenced by the Customer in a court of competent jurisdiction and notice given to the Forwarder within six (6) months from date of delivery of the goods or the date when they should have been delivered.
e) In any case where liability has not been effectively excluded, the liability of the Forwarder shall be limited to the lesser of:
(i) $100; or
(ii) the value of the goods at the time the goods were received by or on behalf of the Forwarder; or
(iii) the cost of resupplying the goods.

19. PRIVACY ACT 2020
19.1 The Customer authorise the Forwarder to collect, retain and use any information about the Customer for the purposes of assessing the Customer's creditworthiness or for marketing the Forwarder's services.
19.2 The Customer authorises the Forwarder to disclose any information obtained to any person for the purposes set out in clause 19.1

20. LAW
ALL agreements between the forwarder and the Customer shall be governed by New Zealand law and shall be within the exclusive jurisdiction of the New Zealand Courts.

21. NOTICES
ANY notices to be given under this contract shall be deemed if delivered or forwarded by registered post to the registered office of the party to receive it or the usual or last known address or place of business of such party.