

# SEAROAD LOGISTICS LIMITED

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## Trading terms and conditions:

### Definitions:

"Act" means the Carriage of Goods Act 1979 as amended;

"Company" means Searoad Logistics Limited including, its employees, agents, subcontractors and any actual carrier as the case may be;

"Customer" includes any contracting party as that term is defined in the Act;

"Goods" means the Goods delivered to the Company for carriage, storage or handling in accordance with the provisions of this contract.

"Container" means the container that the customer packs the goods into for the purpose of shipping

### Conditions:

**1. Dangerous Goods** - The Customer shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising as a result of the shipping of undeclared prohibited and/or dangerous goods. The acceptance of a booking for dangerous goods is at the sole discretion of the company.

**1A.** In the case of undeclared dangerous and/or prohibited goods being booked by the customer, the Goods may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the expense of the Customer without the Company, or such other person being responsible or accountable in any way.

**2. Packing** - It is the customer's responsibility to ensure that The Goods, having regard to their nature, are sufficiently packed and labelled for the purpose for which the company is to receive them. The company will be indemnified against any claim whatsoever caused by or in relation to in any way insufficient and/or inappropriate packaging.

**2a. Dunnage** - In addition to providing sufficient packaging to protect the goods, it is highly recommended that the customer packs the container with sufficient dunnage to ensure that the cargo can not move in transit. The company will be indemnified against any claim whatsoever caused by or in relation to insufficient dunnage resulting in the goods moving within the container while under the control of the company.

**3. Payment of Freight and charges** - The Customer agrees to pay all freight and charges levied by the company in terms of any separate agreement relating to the services provided or, if there is no such agreement, the Company's standard charges, and any other costs reasonably incurred by the Company in connection with the Goods or the services provided by the Company. Freight and charges will be considered fully earned upon receipt of the Goods by the Company and all freight and charges shall be paid, without any deduction whether by way of set-off or counterclaim or otherwise, by the seventh day following receipt of invoice. If not so paid, the Customer agrees to pay to the Company interest at 0.25% per week on the unpaid balance until payment is made. If at any time, payment from the Customer to the Company is in arrears, any subsisting obligations of the Company to the Customer shall be suspended and the company may without limiting any other rights available to it:

- demand payment of all outstanding amounts;
- require security, for such obligations to its satisfaction before any further services are rendered; or
- withhold any deliveries or services ordered by the Customer without notice.

**4. Limited Carriers Liability** - All carriage subject to the Act is undertaken at "limited Carriers risk".

**4a** - The Company shall not be under any liability whatsoever for any consequential or indirect loss;

**4b** - The Customer shall indemnify the Company against any claims of any kind whatsoever, howsoever caused or arising and (without limiting the generality of the foregoing) whether caused or arising as a result of the negligence of the Company or otherwise, brought by any person in connection with any matter or thing done, said or permitted by the Company in connection with its dealings with the Customer or the Goods.

**4c** - Where the service provided by the Company is international carriage for which a bill of lading, sea waybill, air waybill, consignment note, or other document of carriage having contractual effect has been issued, notwithstanding any other provision in these conditions, the Company shall be entitled to the benefit of any restrictions on its liability contained in such documents.

**5. Insurance** – Insurance of goods is the sole responsibility of the customer

**6. Owners Risk** – goods shipped on flat-rack containers and/or shipping bases are shipped at owners risk, unless otherwise negotiated with the company, and the customer is in possession of written confirmation from the company to that effect. The customer is fully responsible for the packing of their goods onto the flat rack and/or base with sufficient strapping to ensure that the cargo does not break free from the flat rack and/or base, unless they employ the company to do the packing. If the customer packs the flat rack and/or base, and the goods break free from the flat rack and/or base, then the company is indemnified from any and all claims on the goods, vessel, trucks, other cargos and/or any other damages whatsoever caused.

**7. Agreement of the above terms and conditions** – by the customer employing the company to move any goods, the customer is assumed to have fully read, understood, and agreed to all of the terms contained within this document.