

Searoad Logistics Limited -Conditions of Carriage – Container Transport Services

1. These Conditions of Carriage are to be read in conjunction to Tom Ryan Cartage Limited's Terms of Trade.

2. Definitions

- (a) **Import Container** is any ISO container being uplifted full from a port or landing, delivered to the consignee for unpacking and once emptied, being dehiped to a container yard as directed by the Customer
- (b) **Export Container** is any ISO container being uplifted empty from a container depot, delivered to the consignor for packing and once full, being delivered to a port of lading for export.
- (c) **Position Movement** is any container moved from a designated pickup location and delivered to a designated delivery point in either a full or empty status with no further movements relating there to.
- (d) **On site movement and On Site Swing** is any uplift and replacing of a container on site whether this requiring a swing lift or a swing and cart on site only where the truck or Swing Lift unit was already on site. Where a vehicle is to be directed to site from another location a Position Move is applied.
- (e) **Over Weight Surcharge** is applicable to all containers with a gross weight in excess of 26.5 tonne
- (g) **Gross Weight** is supplied by the Customer and includes both the consignment weight (Payload) and Container Weight (Tare) being the total weight being uplifted by the Swing lift or Straddle onto the truck.
- (f) **Container Size** refers to the ISO container size being either 20', 40', 10' or special.
- (g) **Container Type** refers to the ISO container types including GP (General Purpose), HC (High Cube), Reefer, Flat rack, Nest, Open Top or Special.
- (h) **Day Shift** operates Monday to Friday 06h00 to 18h00, **Night Shift** operates Monday to Friday 18h00 to 06h00, **Weekend shift** operates Saturday 06h00 to Monday 06h00. **Night Shift** and **Weekend Shift** are available by arrangement.
- (i) **Auckland Metro** is the area as far north as Albany Industrial Business Park, as far west as Henderson, as far South as Takalani and as far East as Howick. Where a delivery is outside this area it will be deemed out of area and subject to out-of-area rating.

3. Bookings

- (a) No booking will be deemed accepted by the Company without the issuing of a Booking Acceptance to the Customer.
- (b) No booking will be accepted without a signed Terms of Trade and Credit Account Form (where applicable).
- (c) No booking will be accepted where insufficient or incorrect information is supplied by the Customer, including but not limited to:
 - (1) for an Import Booking; Charge Account, Customer Reference, Container Number, Uplift Port and Wharf, Full Delivery Address, Dehire Container Depot details, Vessel and voyage, ECN and/or Random numbers (where applicable), Container Size and Type, Container Gross Weight, Details if over dimensional and/or Hazardous Nature, Door Direction for delivery, Special Requirements including but not limited to 8 Wheeler, Slider, Xray, MAF inspection, Customer contact person, Telephone and Email. An estimated ready date for Empty Uplift Available is also requested.
 - (2) for an Export Booking; Charge Account, Customer Reference, Valid Container Release at container depot, Container Collection Yard, Confirmation of Empty Container Availability at container depot, Full Delivery Address, Load Port and Wharf, Vessel and Voyage and Cut-Off, Container Size and Type, Container Gross Weight for Export (Port Weight), Details if over dimensional and/or Hazardous Nature, Door Direction for delivery, Special Requirements including but not limited to 8 Wheeler, Slider, Xray, MAF inspection, Customer contact person, Telephone and Email. An estimated ready date for Full Uplift Available is also requested.
 - (3) for a Positional Move; Charge Account, Customer Reference, Container Number, Full Uplift Address, Full Delivery Address, Container Size and Type, Container Gross Weight, Details if over dimensional and/or Hazardous Nature, Door Direction for delivery, Special Requirements including but not limited to 8 Wheeler, Slider, Xray, MAF inspection, Customer contact person, Telephone and Email.
- (d) All Empty Import Ready and Export Full Ready requests will be deemed accepted by the company once a booking acceptance is issued by the Company to the Customer.
- (e) The Customer is to ensure that any holds including MAF, Customs, Shipping Line are released and container is available.
- (f) All Empty Requests to be emailed by Customer to operations@searoad.co.nz
- All Full Requests are to be emailed by Customer to operations@searoad.co.nz
- All account holders are to nominate a single email for Booking Acceptance and Delivered Confirmation Emails.

4. Documents

All bookings are to be accompanied by relevant documentation including any required by MAF, NZ Customs, NZ Police or other such organisation.

5. Delivery

The Company will uplift and deliver the full container within 72 hours of availability or booking acceptance issued by the company, whichever is the later, unless other arrangement has been entered into. The Company will uplift and deliver the empty container within 2 working Days (48 hours excluding weekends and public holidays) of availability or booking acceptance issued by the Company, whichever is the later, unless other arrangement has been entered into. The Customer is responsible for ensuring adequate access and staging area, including swing lift operation and manoeuvring of a truck and trailer unit on site for delivery of the container for the full window period. The Customer is to ensure that unless night access for night shift or weekend access for weekend shifts has been pre arranged, the site is accessible for the day shift operating between 06h00 and 18h00 Monday to Friday. The goods shall be deemed to have been delivered when they are physically deposited at the address given to the Company by the Customer or consignee for that purpose. No POD will be required unless requested and agreed prior to delivery. Where an uplift or delivery can not be completed due to no fault of the Company the client will need to re-book the delivery and a new delivery charge and delivery window will apply to the new booking.

6. Accuracy of information

The Company contracts and undertakes the delivery based on the information provided. Should any of the information be inaccurate or incorrect in any manner and such information results in additional costs, such costs will be charged to the Customer and all such costs will be accepted by the Customer, in accordance with clause 12 of our Terms of Trade. Occasions where such additional costs can be incurred include, but are not limited to:

- (a) Incorrect or invalid Release supplied resulting in wasted trip for empty collection – a standard wasted trip fee will apply and be charged to Customer's account
- (b) Incorrect gross container weights resulting in Overweight Infringements due to insufficient RUCs and permits – the infringement fee, any other cost and a 10% admin will apply and be charged to Customer's account
- (c) Incorrectly packed container resulting in an overweight infringement on one or more axels - the infringement fee, any additional costs including but not limited to on cart and additional swing lift costs, unpacking and re-packing and a 10% admin will apply and be charged to the Customer's account
- (d) Container notified as available for uplift but not available due to inability to access – a standard wasted trip fee will apply and be charged to Customer's account
- (e) Container not ready with truck waiting on site – a hourly truck hire fee will be charged for time on site in addition to standard service charges
- (f) Any delay on site not the result of the Companies actions where such delay exceeds 15 minutes - a hourly truck hire fee will be charged for time on site in addition to standard service charges

7. Demurrage

The Customer will accept to their account all charges for demurrage unless expressly accepted by the Company at its sole discretion. Any claim against the Company in relation to demurrage is to be accompanied by a completed Standard Claim form, Original Demurrage invoice, Booking Acceptance Confirmation from the Company and Delivered Confirmation form the Company for the Customer to review any possible acceptance. We hereby advise that the completion and / or submission of the Standard Claim Form, must in no way be regarded or assumed to be an acceptance of any liability or agreement to pay any claimed costs. The Standard Claim Form will be reviewed without prejudice to the Company's rights and entitlement to accept or decline such costs, which decision is and shall remain at the Company's sole discretion Where the Company accepts demurrage to its account any such acceptance will be for no more than NZ\$1500.00 per container unit per incident. No invoice will be accepted or paid by the Company without a valid Purchase Order. It is important that the Customer carefully monitors their free days on the wharf to ensure they do not incur demurrage.

8. Detention

The Customer will accept to their account all charges for detention unless expressly accepted by the Company at its sole discretion. Any claim against the Company in relation to detention is to be accompanied by a completed Standard Claim form, Original Detention invoice (Shipping Line Invoice), Booking Acceptance Confirmation from the Company and Delivered Confirmation form the Company for the Customer to review any possible acceptance. We hereby advise that the completion and / or submission of the Standard Claim Form, must in no way be regarded or assumed to be an acceptance of any liability or agreement to pay any claimed costs. The Standard Claim Form will be reviewed without prejudice to the Company's rights and entitlement to accept or decline such costs, which decision is and shall remain at the Company's sole discretion Where the Company accepts detention to its account any such acceptance will be for no more than NZ\$1500.00 per container unit per incident. No invoice will be accepted or paid by the Company without a valid Purchase Order. It is important that the Customer carefully monitors their free container hire days to ensure they do not incur detention.

9. Charges

Where and rates are agreed in writing between the Customer and Company before the Company accepts the Customer's booking those rates will be the basis of charges. Where no rates are agreed in writing in respect to a specific service or surcharge the Standard Charges will apply. All charges are subject to a Fuel Adjustment Factor, as determined by the Company, and GST.

10. General

The terms and conditions set out herein shall prevail over the terms and conditions set out in any documents used by the Customer, the owner or any other person having an interest in the goods and purporting to have a contractual effect unless specifically varied and agreed to in writing by the parties.

I hereby certify that I am an authorised party and have read and agree to these terms and conditions and agree to be bound thereby hence forth:

Signed: _____

Date: _____

Name: _____

Company: _____

Address: _____

Position: _____
