

TNL GROUP LIMITED GENERAL TERMS AND CONDITIONS OF CARRIAGE

1. Definitions

Act	means the Carriage of Goods Act 1979 (including any amendments)
Contract	means the contractual arrangement between TNL and the Customer and includes any accepted quotation, these general terms and conditions of carriage and TNL's terms of credit where credit is extended to the Customer
Customer	means the party requesting provision of carriage of goods services by TNL
TNL	means TNL Group Limited or any other company within the TNL group of companies and includes an "actual carrier" (as defined in the Act) contracted by TNL.

2. Contract

- 2.1** TNL agrees to supply carriage of goods services to the Customer in terms of this Contract subject to the Customer's acceptance of any quotation provided by TNL.
- 2.2** The acceptance by TNL of goods for carriage for the Customer constitutes the Customer's acceptance of any quotation for the carriage of goods provided by TNL (should quotation not be accepted or expire then TNL standard charges will apply) and acceptance of these general terms and conditions of carriage.
- 2.3** Notwithstanding clause 2.2, TNL has the absolute discretion to refuse to accept goods for carriage of any particular goods or category of goods unless specifically itemised in TNL's quotation.
- 2.4** TNL reserves the right to conduct a credit check of the Customer and this Contract is subject to TNL remaining satisfied that there is no credit risk.
- 2.5** This Contract is at "limited carriers risk" in terms of the Act unless otherwise specified on TNL's quotation.
- 2.6** The provisions of the Act apply to this Contract except where there is an express provision to the contrary.
- 2.7** The Customer indemnities TNL from and against any third party claims outside the liability accepted by TNL under this Contract.
- 2.8** TNL has no liability to the Customer for damage to goods caused through inadequate packaging or containment when the goods are delivered by the Customer to TNL.
- 2.9** Rates submitted may be subject to change in the event of Force Majeure e.g. road closures, natural disasters, road diversions. If this event does take place, TNL will contact the Customer and notify them of these changes.

3. Payment of Charges

- 3.1 In default of payment of TNL's charges the Customer agrees to pay interest to TNL at a rate equivalent to 10% per annum above TNL's then current overdraft facility rate as certified by its banker. The charging of interest by TNL is without prejudice to its other rights, powers, and remedies whether under the Act or otherwise.
- 3.2 Where the Customer fails to comply with the terms of payment, TNL has no liability for any damage or deterioration to the goods and may withhold delivery to the consignee until paid in full.
- 3.3 TNL may require the deposit of a sum equivalent to its charges or any lesser sum determined by TNL as a deposit on account of payment.
- 3.4 TNL will issue a GST invoice to the Customer on or after acceptance for carriage by TNL and payment is due on the 20th day of the month following the date of the GST invoice or (if credit has been arranged) in accordance with the terms of credit.
- 3.5 TNL may in its discretion accept delivery of goods for carriage on the basis that the consignee will pay its charges but nevertheless the Customer remains liable for payment in default of payment by the consignee.
- 3.6 If a charge is disputed notice must be given to TNL as soon as possible, but prior the due date of the invoice. The undisputed amount or amounts are to be paid by the due date.
- 3.7 All rates quoted by TNL are exclusive of GST. The Customer is responsible to pay all applicable GST and each invoice will specify the GST payable.

4. Carriage

- 4.1 TNL may subcontract carriage of the Customer's goods to another carrier (actual carrier) but nevertheless remains the contracting carrier in terms of the Act. In such event, the obligations and liabilities of TNL as contracting carrier and the actual carrier are as set out in the Act.
- 4.2 The Customer warrants that if it is not the owner of the goods it is the duly authorised agent of the owner of the goods to enter into this Contract and in default of payment of the charges by the owner the Customer is liable for that payment.
- 4.3 TNL has a general lien over the goods for all charges due by the Customer (whether in respect of those goods or otherwise) and in default of payment may exercise the lien in terms of the Act.
- 4.4 The Customer is liable for any additional costs or loss or damage caused to TNL where the cost, loss or damage is attributable (wholly or in part) to the nature, packaging or containment of the goods on acceptance of delivery by TNL.
- 4.5 Where the Customer is a business as defined in the Consumer Guarantees Act 1993, the Customer acknowledges that the services supplied by TNL are for the purpose of a business and the provisions of that Act are excluded to the maximum extent permissible under that Act.

5. Claims

- 5.1 TNL shall be under no liability whatsoever unless:
- a. written notice of any claim is received by the company within 7 days after delivery of the goods or, in the case of loss or destruction of the goods, within 14 days of the date of dispatch, together with full particulars of any alleged loss or damage and supporting evidence of the quantum of the claim, including proof of the cost price of any lost or damaged goods:
 - b. if the claim is not settled, an action shall have been commenced by the Customer in a Court of competent jurisdiction within 6 months from the date of acceptance of the goods for carriage.
 - c. TNL reserves the right to obtain salvage of any damaged product prior to payment of any claim, and payment of any such claim may be refused should the salvage not be available.
 - d. The Customer has paid TNL's invoice.
- 5.2 Where TNL considers it appropriate it will appoint a professional assessor/loss adjustor to investigate the claim and in the absence of manifest error the determination of the assessor/loss adjustor will be final and binding and a copy of the report will be forwarded to the Customer as soon as practicable.
- 5.3 No claim may be brought against TNL if the loss or damage is attributable in whole or material part to any inherent defect in the goods or their packaging/containment as at the date of acceptance of delivery by TNL.

6. Delivery to Consignee

- 6.1 TNL will use its best endeavours to carry the goods as soon as practicable after acceptance of goods for carriage from the Customer but will not be liable to the Customer or any other party for any delay in delivery to the consignee.
- 6.2 Signature of the consignment note by the consignee constitutes acceptance that this contract has been discharged by TNL except as provided for in clause 5.1.
- 6.3 Where delivery to the consignee or signature of the consignment note by the consignee cannot be procured the provisions of the Act will apply and the Customer is liable to TNL for all costs incurred as a result.

7. General

- 7.1 TNL reserves the right at any time and from time to time to vary or add to these conditions of carriage with effect from the date of notification to the Customer.
- 7.2 TNL as forwarder under section 28(1) of the Act has the right to not accept or deal with bullion, cash, coins, bank notes, deeds, documents, negotiable instruments, phone cards, precious or semi precious stones, jewellery, gold or silver items, antiques, paintings, perishables including foodstuffs, glass, car parts, live plants or

flowers of any type, uncrated motorcycles, furniture, personal effects, household removals, or other valuables. If any such items are accepted for carriage by TNL or any subcontractor or agent of the company, the contract shall be at owner's risk in relation to those items and the company shall not be liable for any loss or damage whatsoever arising out of the carriage of the goods.

- 7.3 TNL may charge freight by weight, measurement, or value and may be any time re-weigh, re-measure or re-value the goods or require the goods to be re-weighed, re-valued or re-measured and charge proportional freight accordingly.
- 7.4 The Customer shall not be entitled to assign or transfer any right or interest, or to require TNL to suspend or defer the performance of any carriage or other service, under any contract, except with the prior written consent of TNL and then only upon such terms and conditions as TNL may specify.
- 7.5 All rates of carriage and other charges contained in any price list, quotation, proposal, confirmation or other material submitted to the customer may be withdrawn or varied at any time prior to acceptance of any order placed by the customer. TNL also reserves the right to increase any such charges contained in the rates of carriage confirmation or otherwise forming part of the contract by written notification to the Customer with effect fourteen (14) days after the date of written notification.
- 7.6 The goods shall comply with the requirements of any applicable law relating to the nature, labelling and packaging and carriage of goods and the expenses and charges of TNL in complying with the provisions of any such law or with any order or requirement thereunder or with the requirement of any harbour, dock, railway, shipping, customs, excise, duty, taxation, warehouse or other authority or company and the expenses, charges, levies or fines arising out of any breach of any applicable law shall be paid by the Customer.
- 7.7 The goods shall be properly and safely packaged and labelled and fully described in writing in the contract or consignment note. The nature and value of all goods subject to special rates of carriage or of a noxious, dangerous, hazardous or inflammable nature and capable of causing damage or injury to any other goods or property or to any persons or animals, must be clearly stated in writing before accepted for carriage. Additional freight charges shall be paid on such goods if deemed necessary by TNL. Failure to safely and properly package or label or fully describe any goods shall render the Customer liable for any loss or damage caused to or by such goods and acceptance of the goods for carriage without discovery of any such defect, failure or characteristic shall not exclude or diminish any liability on the part of the Customer.
- 7.8 This contract shall be governed by and construed in accordance with the laws of New Zealand and the parties expressly agree to submit to the jurisdiction of its Courts.