

CONDITIONS OF CARRIAGE

1. **Parties** This contract is made between the Customer (which term includes any “contracting party” in terms of Carriage of Goods 1979) and Refrigerated Couriers Limited trading as Metro Urgent (the Company). All business by the Company, including the provision of any advice, information or other service, is undertaken upon and subject to these conditions
2. **Application of Carriage of Goods Act 1979 ('The Act')** Sections 10 and,18 to 27 of the act shall apply to the contract only to the extent that they not altered, varied or amended by these conditions in which case the provisions of these terms shall prevail.
3. **Payment Charges** The Customer agrees to pay the Company's standard charges and those of any subcontractor engaged by the Company as varied by us and notified to you from time to time, and any other costs incurred or money expended by the Company in connection with the goods. Expect under a special arrangement previously made in writing with the Company. All services are to be paid for prior to acceptance by the Company of any goods for delivery.

Where the Company extends credit terms to the Customer, then the Company will invoice the Customer for all deliveries at the end of each calendar month and invoices shall be due and payable by the 20th day of the month following. Where any invoices are not paid when due, then the Company shall be entitled to charge interest on any sums owing from the date the invoice was due for payment until such date as payment in full is received by the Company. In addition the Customer shall be liable for all costs, including legal costs on a solicitor-client basis, incurred by the Company in obtaining payment and enforcing any of its rights under this agreement.

4. **Protection of Servants & Agents** The Customer undertakes that no claim or allegations shall be made against a 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 should nevertheless be 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 shall benefit of all the provisions of the contract benefiting the Company as if such provisions were expressly for the benefit, and in entering into this contract the Company, to the extent of these provisions, does so not only on its own benefit but also as agent and trustee for such servants or agents.
5. **Subcontractors** All or part of work accepted by the Company may be fulfilled by the Company engaging or entrusting the goods to others (“the subcontractors”) on terms as the subcontractors may stipulate. The Customer agrees that all work performed by any subcontractor shall be subject to and that it shall be bound by the terms, conditions, stipulation's and limitations contained in any document issued by or customarily relied upon by any such subcontractor in connections with such work.



6. **Delivery** The goods shall be deemed to have been delivered when they are delivered to the address given to the Company or consignee for that purpose, Proof of delivery shall not be obtained unless requested on ticket, consignee note or by written request and no claim for lost against the Company shall be entered into if the Customer has failed to do so. The Company shall not be liable for any cost or loss where items are incorrectly or unclearly addressed, the Company is unable to access the address for delivery, or obtain proof of delivery or other instructions cannot be obtained. The Customer or consignee is liable for any additional freight costs if the Company redelivers the items. **RURAL DELIVERIES:** Will incur an additional charge on any product the Company provides. 6.1 Picking up goods on behalf, in the event of the Customer requesting the Company to uplift goods from another address or supplier, the Customer guarantees to indemnify the Company or its agents, under all circumstances for the goods not being uplifted because the supplier has not had them available, this will still incur a pick up charge. The Customer will also undertake that, no claim for damages be made on the Company or its Subcontractors on items not sighted to ascertain their condition before the Company or its agent pick the goods on their behalf
7. **Packaging** The Customer warrants that all goods have been properly and sufficiently packed and prepared for carriage. The Company has no liability for items that are not packaged or insufficiently packaged and liability lies solely with the Customer. Additionally the Customer shall be liable for any loss or damage caused to the property of the Company or any customer of the Company or any third party, caused by items which have not been properly packaged.
8. **Insurance** Insurance of the goods is the responsibility of the Customer
9. **Hazardous Goods** The Company will not accept or deal with any noxious, dangerous or non-flammable or any goods likely to cause damage or which it is unlawful to carry. If the Customer delivers such goods to be handled or dealt by the Company or any subcontractor or agent, the Customer shall be liable for all loss or damage whatsoever caused by or in connection with the goods howsoever caused or arising and shall indemnify the Company, the subcontractor and the agent against all penalties, claims, damages, cost 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 subcontractor or any other person in whose custody they may be at the expense of the Customer without the Company, the subcontractor or such persons being accountable for the value thereof.
10. **Lien** All goods (and documents relating to goods) shall immediately the moment they come into the possession of the Company or any subcontractor, be subject to a particular and general Lien and right of detention for all money due to the Company by the Customer or consignee, consignor or owner, whether in respect of such goods otherwise. If any moneys due to the Company are not paid within fourteen (14) days 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 auctioneer otherwise at the discretion of the Company and at the expense, of such persons 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 person any balanced due or payable to the Company in respect of the services provided hereunder or the cost of the said detention and sale. If at any time payment from the Company to the Customer shall be in arrears,



any subsisting obligation of the Company shall be suspended and the Company shall not be in under any liability to the Customer during such period.

11. **Limited Carriers Risk.** **11.1** The contract is at "limited carriers risk". But restricted unless varied by prior arrangement with management but not exceeding \$2,000.00 per package. **11.2** Subject to the provisions of the act imposing liability in respect of the loss of or damage to the goods **11.2.1** The Company 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 negligence of the Company or otherwise for any damage arising out of, loss, deterioration, miss delivery, delay in delivery or non delivery of the goods (whether they have been in the possession of the Company 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, arising out of loss of the goods or consequence of any delay: And **11.2.2** The Customer hereby indemnifies the Company against all 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 negligence of the Company or otherwise brought by any person against the Company in connection with the goods.

12. **Exclusion of Certain Terms.** Unless prior arrangements are made, the Company will not accept or deal with bullion, cash coins, negotiable instruments, precious stones, jewellery, antiques, paintings, or other valuables, including any foodstuffs or perishable goods. If the Customer delivers such goods to or causes to be delivered such goods to the Company or any subcontractor or agent of the Company the Company shall not be liable for any loss or damage whatsoever arising out of the carriage of goods **12.1** Fragile Goods The Company will not accept or deal with any fragile goods eg. glassware, foodstuffs or perishables including flowers. If the Customer delivers such goods to be handled buy the Company its subcontractor or agents then the Customer shall be liable for the loss or damages. **12.2** Autoglass Autoglass will be carried by the Company but only with all due care and no responsibility for damages by the Company or any of its agents **12.3** Second hand car parts Any damage to second hand car parts will not be covered by the Company.

13. **Actions Against the Company** Unless expressly provided for in this agreement, save for those guarantees and warranties which may apply pursuant to the provisions of the Consumer Guarantees Act 1993, any and all other conditions, representations, warranties and agreements whether expressed or implied by law, trade custom or otherwise are expressly excluded. Where the Customer is a business or in trade, or using the services of the Company for the purpose of a business, then the Consumer Guarantees Act 1993 does not apply to this agreement. The Company shall be under no liability whatsoever unless: **13.1** written notice of any claim giving full particulars of any alleged damaged or destruction is received by the Company with seven (7) days after the delivery of the goods or, in the case of loss of the goods, within fourteen (14) days of the dispatch: and **13.2** In addition An any action proceedings for any loss or damage shall be commenced by the Customer in a Court having jurisdiction within New Zealand, within six months from the date of dispatch of the goods.



14. **Notice** Any notice to be given under the contract shall be deemed to be received if delivered or forwarded by registered post to the registered office of the party to receive it, to the usual or last known residence and place of business of such party.
15. **Ownership of Goods** The Customer expressly warrants to the Company that it is the owner or authorised agent of the goods and that it is authorized to accept and does accept these conditions not only for that, but also for and on behalf of all other persons who are or may hereafter become interested in the goods.
16. **General** The terms and conditions set out herein shall prevail over the terms and conditions set out in any document used by the Customer, the owner or any persons having any interest in the goods and purporting to have contractual effect.
17. **Force Majeure** In the event of the Company not being able to perform its obligations under this agreement by reason of any matter outside of its control, including but not limited to strike, industrial action, fire, storm or other act of god, operation of law or other cause, then the Company shall be released from its obligations under this agreement, but without prejudice to any pre-existing claim, liability or responsibility under this agreement.
18. **New Zealand Law** This agreement will be governed by and construed in all respects in accordance with the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand courts to resolve any matter under this agreement.

Signed: _____

Date: _____

