



TERMS AND CONDITIONS

Interpretation

“the Act” refers to the Carriage of Goods Act 1979 and includes any current or future amendments.

“We”, “our” and “us” refers to Freight Lines Ltd and to its subsidiaries, servants, employees, agents, contractors, sub-contractors and actual carriers.

“You” and “your” refers to the Consignor, Consignee, Freight Payer, Sender and Receiver and to their employees, agents and all other persons having an interest in the Freight which is listed on any consignment note.

“at limited carrier’s risk” is as defined in the Act and currently specifies that our liability is limited to \$1,500.00 GST inclusive for each unit of goods lost or damaged. We have given the value of limited carrier’s liability for information purposes only as this value could be amended by statute at any time.

“at owner’s risk” is as defined in Section 8 of the Act. This is where the goods listed on any consignment note are carried at owners risk, which means that we will pay no compensation if the goods are lost or damaged, unless intentionally lost or damaged by us.

“freight” refers to “goods” as defined in Section 2 of the Act.

“unit of goods” or “unit” is as defined in Section 3 of the Act and for the purposes of this contract means one parcel or package; one container load of goods; one pallet load of goods; one cubic of goods and one tonne of goods and refers to how you have presented the freight to us for carriage.

This contract shall be “at limited carrier’s risk” pursuant to the Act unless specified otherwise under the Act.

We reserve the right to refuse carriage for any person, or any type or class of goods.

Condition of Goods

You warrant and undertake in all respects that the freight is:

- suitably packaged, labelled and addressed to enable us to effect delivery of the freight without delay, and
- fit to be carried and stored in compliance with and in accord with all Acts, Regulations, Orders in Council, By-Laws, Standards and all other legal requirements.

Rates, GST and Fuel Surcharges

Our rates do not include GST or any fuel surcharge, unless specifically stated otherwise. Where GST is payable on the services provided for you, it will be charged to and be payable by you in addition to the rates specified. We reserve the right to assess a fuel surcharge at our discretion, without notice and you agree to pay all surcharges as we determine.

Payment Terms

Unless you have a charge account set up with us, payment will be cash on pickup or by other arrangement as agreed to by Freight Lines and yourself. Charge account invoices must be **paid in full no later than the 20th of the month** following the month of invoice for our carriage services. If payment is not made on the due date, then the following charges may be imposed on you:

- penalty interest at the prevailing Bank of New Zealand Corporate Prime Overdraft rate plus 5% on any amount not paid by you, calculated from the due date of each invoice until full payment has been received by us, and
- any expenses, disbursements and legal costs incurred by us in collecting this debt including any solicitor’s fees or debt collection agency fees from the date of default onwards until payment is made.

Weight and Measurement of Freight

We may check the weight and measurement of your freight at any time and alter any consignment note accordingly.

All packaging, pallets and other such items in which freight is packed or stored are deemed to form part of the freight for the purposes of assessing the weight and measurement of the freight and calculating the charges payable by you.

Hazardous Freight and Dangerous Goods

Hazardous Freight and Dangerous Goods are carried subject to you supplying us with any declaration and other documentation required by us or by law in relation to hazardous freight or dangerous goods. Hazardous Freight and Dangerous Goods must be packed, labelled and loaded in accordance with all laws and regulations applicable to the carriage of hazardous freight and dangerous goods, and in accordance with any guidelines or code of practice specified by us.

You agree and accept that where we have agreed to the carriage of your hazardous freight and dangerous goods that delivery timeframes are not guaranteed because any carriage of such hazardous freight or dangerous goods is subject to compliance with legal compatibility requirements, which may result in your freight and goods being separated and carried at different times.

Notice of Claim for Loss or Damage

No claim or action shall be brought against us for the loss or damage of your freight unless we have received written notice from you giving relevant documentation and full particulars of the alleged loss or damage within 30 days from the date of completion of carriage of the freight, which is when our responsibility for the goods ceases as defined in Section 9(3) of the Act.

Storage

From the date on which our responsibility for the goods ceases as defined in Section 9(3) of the Act, we may hold all goods not picked up by you, and/or all undelivered goods; and we shall be entitled to:

- charge storage fees at our normal storage rates at your expense and risk, and/or
- sell, destroy or otherwise dispose of the goods, where in our opinion the goods appear to be deteriorating and are likely to become offensive, or entering into a dangerous state; and you will be held liable for the full expense of such sale, destruction or disposal; and/or
- return the goods to you at your expense and risk, and we shall not be under any liability for any loss or damage to the goods however they may be caused.

Temperature Controlled Freight

If you require Freight to be kept at a constant temperature or within a range of temperatures throughout its carriage you must notify us in writing prior to the time we accept the freight for carriage. We will not be liable for damage to or loss of the freight if you fail to do so.

We reserve the right to check the temperature of freight by probe-testing or such other means as we determine appropriate.

General Lien

We shall be entitled to a general lien over all freight you present to us for carriage in respect of all unpaid monies and this lien will continue until you have paid all monies owing to us. The provisions of Sections 23(3) to (8) inclusive, Section 24, Section 25 and Section 26 of the Carriage of Goods Act 1979 shall apply in respect of such lien as if it were a statutory lien arising pursuant to Section 23(1) of the said Act.

Governing Law

The laws of New Zealand shall govern this contract.