



LOGISTICS STANDARD TERMS AND CONDITIONS

Quadrant Pacific Limited

GST #: 070-571-935 / NZBN: 9429037777043

L2 138 Maunganui Rd Mt Maunganui 3116, New Zealand

1. DEFINITIONS

1.1. In these terms and conditions, unless the context otherwise requires:

- a) "Carriage" includes carriage to, beyond or within New Zealand;
 - b) "Carrier" means any person or any other entity who is engaged by Quadrant Pacific Limited on behalf of the Customer to undertake any part of the Carriage of the Goods;
 - c) "Contract" means these terms together with the terms of any quotation, order or other arrangement to which these terms apply and any consignment note in respect of the Goods and, if the Carriage includes airfreight or seafreight, the terms of such freight provided to the Customer by Quadrant Pacific Limited;
 - d) "Container" includes any container, trailer, transportable tank, flat or pallet, or any similar article of transport or other means of conveyance, used to consolidate goods;
 - e) "Contractor" means any person, company or any other corporate organisation who is engaged or appointed by Quadrant Pacific Limited on behalf of the Customer to undertake any part of the Handling of the Goods;
 - f) "Customer" means the person who instructs Quadrant Pacific Limited to undertake Services and who may be the consignee or the consignor of the Goods, or the person acting on behalf of any such person;
 - g) "Dangerous Goods" includes any "hazardous substance" or "new organism" (as defined in the Hazardous Substances and New Organisms Act 1996) and any noxious, explosive, inflammable liquids or materials, poisons, corrosive substances and liquids, compressed gases, acids, radioactive substances, and any other goods, substances or liquids which in the opinion of Quadrant Pacific Limited could cause damage or injury to other goods or to property or persons, or any goods harbouring or likely to harbour or encourage vermin, borer, an "unwanted organism" (as defined in the Biosecurity Act 1993) or other pests;
 - h) Quadrant Pacific Limited includes where appropriate, all other persons entitled to the benefit of these terms and conditions;
 - i) "Freight Forwarding Services" includes the whole of the operations and services to be performed by Quadrant Pacific Limited (including any incidental part of the Handling of the Goods) in connection with implementing the On-Forwarding Instructions and procuring or otherwise making the arrangements for the Carriage and Handling of the Goods;
 - j) "Goods" means the goods or other cargo accepted by, or which are the subject of instructions issued to, Quadrant Pacific Limited from or on behalf of the Customer, and includes any Container not supplied by or on behalf of Quadrant Pacific Limited;
 - k) "Handling" includes any packing, storage, trans-shipment, unloading, loading, handling, delivery and any other incidental services;
 - l) "On-Forwarding Instructions" means any instructions given by or on behalf of the Customer to Quadrant Pacific Limited in respect of the Carriage and Handling of the Goods;
 - m) "Owner" includes the Customer, consignee, receiver of the Goods, any person now or hereafter owning or entitled to possession of the Goods, and all other persons who are or may hereafter become otherwise interested in the Goods (other than Quadrant Pacific Limited);
 - n) "Valuables" includes currency, bonds, bullion, coins, precious stones, jewellery, antiques and works of art.
- 1.2. References to gender shall include feminine gender, male gender and the neuter.
- 1.3. Headings are inserted for convenience only and shall not affect the interpretation of these terms and conditions.
- 1.4. A reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate.
- 1.5. A reference to legislation includes any regulations promulgated under that legislation and any amendments to such legislation and regulations from time to time and to any replacement legislation.

2. WARRANTIES BY THE CUSTOMER

2.1. The Customer hereby represents and warrants that:

- a) they have full and exclusive legal and beneficial title to the Goods or is the authorised agent of the person with such title;
- b) they are authorised to accept and is accepting these terms and conditions not only for themselves but also as agent for and on behalf of the Owner;
- c) they are competent and have all necessary knowledge of the matters affecting the conduct of business insofar as relevant to the Carriage of the Goods, including contractual and other obligations and need for insurance;

d) all marks, weights, numbers, brands, contents, descriptions, values and other particulars or information given to Quadrant Pacific Limited with respect to the Goods are accurate and complete;

e) the Goods are fit to be carried and stored in the condition and packaging in which they are tendered to Quadrant Pacific Limited (or in accordance with the Customer's instructions, if the Goods are tendered with instructions that Quadrant Pacific Limited arrange packaging);

f) the Customer and the Owner have complied with all applicable laws and obligations and have obtained all necessary consents and authorisations in respect of the Goods and the Handling, packaging and Carriage of the goods.

g) that the person or individual completing the order on behalf of the customer warrants and affirms that such person has the full authority to enter into the contract on behalf of the customer and that, where applicable, the customer expressly authorises Quadrant Pacific Limited to act in accordance with requests made on behalf of the customer by its representative and the customer further indemnifies Quadrant Pacific Limited from and against all claims and expenses or other liability arising out of its acting in good faith in accordance with the arrangements made on behalf of the customer by such person or individual as the case may be.

2.2. The Customer hereby indemnifies Quadrant Pacific Limited on demand against all claims, losses, costs and expenses, penalties and fines, or any other liability arising in consequence of a breach of any warranty or representation set out in clause 2.1.

3. FORWARDING AGENT

3.1. Quadrant Pacific Limited is providing the Freight Forwarding Services as agent of the Customer and not as a common carrier. Quadrant Pacific Limited reserves the right to refuse to perform its services for any person, or to arrange Carriage, storage, packing or Handling for any class or particular consignment of goods.

3.2. Quadrant Pacific Limited is not a carrier but shall (as a forwarding agent only) procure or arrange Carriage and Handling of the Goods to be undertaken by other persons on behalf of the Customer.

3.3. Where, in any circumstances, Quadrant Pacific Limited enters into a contract with any other person for the Carriage or Handling of the Goods, Quadrant Pacific Limited does so as an agent for and on behalf of the Customer. Any such contract shall be a direct contract between the Customer and the third party unless otherwise stated.

3.4. The Carriage and Handling of the Goods by any Carrier or Contractor are and shall be regarded as operations and services distinct from the Freight Forwarding Services provided by Quadrant Pacific Limited.

4. SUBCONTRACTING

4.1. Quadrant Pacific Limited and any subcontractor shall be entitled to subcontract on any terms part or all of the Freight Forwarding Services, or other related industry services including by not limited to Warehousing and Distribution, Domestic Transport and Carriage of Goods. The subcontractors Standard Terms and Conditions will apply where related to specialised service offerings that are outside the scope of the Freight Forwarding Services provided by Quadrant Pacific Limited.

4.2. Where Quadrant Pacific Limited acts as an agent for services outside the definition Freight Forwarding Services, Quadrant Pacific Limited will by request supply subcontractor Terms and Conditions to the Customer.

4.3. The Customer undertakes that no claim or allegation shall be made by the Customer or the Owner against any persons (other than Quadrant Pacific Limited) by whom (whether as subcontractor, principal, employer, servant, agent or otherwise) the Freight Forwarding Services or any part thereof are performed or undertaken which imposes or attempts to impose upon any such person any liability whatever in connection with the Goods whether or not arising out of negligence on the part of such person and if such claim or allegation should nevertheless be made to indemnify Quadrant Pacific Limited and the person against whom such claim or allegation is made against the consequences thereof. Without prejudice to the foregoing every such person shall have the benefit of all provisions herein benefiting Quadrant Pacific Limited as if such provisions were expressly for their benefit and in entering into this Contract Quadrant Pacific Limited is and shall be deemed to be acting as agent and trustee on behalf of and for the benefit of all such persons and each of them shall to this extent be deemed to be parties to this Contract.

5. FREIGHT FORWARDING SERVICES

5.1. In cases of emergency, or if considered expedient so to do, Quadrant Pacific Limited shall be entitled to enter into and vary contracts on behalf of the Customer for:

- a) the Carriage of Goods by any route, means and carrier;
- b) the Handling of the Goods by any person at any place and for any length of time; and
- c) any other matter Quadrant Pacific Limited considers necessary or desirable in respect of the performance of this Contract, and the Customer authorises Quadrant Pacific Limited to undertake all such other acts as it may in its absolute discretion consider necessary or incidental thereto.

The Freight Forwarder may depart from the On-Forwarding Instructions in any respect if in the opinion of Quadrant Pacific Limited it is necessary or desirable to do so.

5.2. The Customer hereby expressly appoints Quadrant Pacific Limited as the forwarding agent and authorises it to undertake all such acts and to enter into all such contacts as are referred to in or contemplated by clause 5.1 as agent for and on behalf of the Customer and/or the Owner. The Customer agrees to ratify and confirm all such acts and contracts, notwithstanding any departure by Quadrant Pacific Limited from On-Forwarding Instructions as mentioned.

5.3. The Customer agrees that the Carriage and Handling of the Goods will be subject to (and the Customer will be bound by) the terms, conditions, stipulations and limitations, arising at law in connection with the Carriage and Handling of the Goods, or contained in any documents issued by or customarily relied upon by a Carrier or Contractor including without limitation any consignment note, air waybill or other contractual document or conditions of carriage (in each case, irrespective of whether such document is signed by the Customer or not). In the event of any inconsistency between these terms and another document forming part of the Contract, Quadrant Pacific Limited shall determine which document shall take precedence.

5.4. The Customer will not seek (and will ensure that the Owner will not seek) to impose on any Carrier or Contractor any liability greater than that accepted or undertaken by virtue of the contract entered into by Quadrant Pacific Limited and agrees that any liability so imposed shall be invalid to the extent of any excess.

5.5. Quadrant Pacific Limited shall not be obliged to make any declaration as to the nature or the value of any goods, or as to any other matter or things unless required by law or expressly instructed to do so by the Customer in writing.

5.6. Quadrant Pacific Limited shall not be obliged to arrange for the Goods to be carried, stored or handled separately from other goods or cargo.

5.7. The Customer undertakes not to tender any Dangerous Goods, Valuable Goods, livestock, plants or perishable Goods for Carriage, except pursuant to a special arrangement previously agreed in writing. If the Customer, without such agreement, delivers any such goods to Quadrant Pacific Limited, then the Customer shall be liable for all loss or damage whatever (whether direct, indirect or consequential) caused by or to or in connection with any such goods however caused or arising and the Customer shall, on demand, indemnify Quadrant Pacific Limited from and against all penalties, claims, demands, damages, costs and expenses whatever arising in connection therewith which are imposed upon, or suffered or incurred by, Quadrant Pacific Limited.

5.8. Any livestock, plants or Dangerous Goods which are not the subject of a special arrangement previously agreed in writing may be destroyed or otherwise dealt with in accordance with the sole discretion of Quadrant Pacific Limited or any other person in whose custody any such goods may be at the relevant time. If such goods are accepted by special arrangement previously agreed in writing they may nevertheless be destroyed or otherwise dealt with if it is deemed necessary or prudent to do so in the sole and absolute discretion of Quadrant Pacific Limited or any other person in whose custody they may be at the relevant time.

6. CHARGES

6.1. Quadrant Pacific Limited's charges shall be deemed to be due and payable in full on receipt of the Goods by Quadrant Pacific Limited and are payable on a non-refundable basis irrespective of whether the Goods are delivered to the consignee.

6.2. Quadrant Pacific Limited may fix its charges by weight, measurements or value, and may at any time re-weigh, re-measure or re-value or require the Goods to be re-weighed, re-measured or re-valued and may adjust its charges accordingly.

6.3. All quotations given by Quadrant Pacific Limited are based on costs prevailing at the date of the quotation in respect of freight, insurance and other charges, rates of exchange or currency conversion, taxes, duties and other imposts, and on the latest available quotations from carriers utilised by Quadrant Pacific Limited. Any increase at any time in costs due to variations in any of the foregoing shall be to the Customer's account and that price payable by the Customer shall be increased accordingly. The Customer is not entitled to a refund if there is a decrease in such costs or if the actual cost for such matter is less than the amount accepted by the Customer.

6.4. Quadrant Pacific Limited's charges, and any other amounts payable to Quadrant Pacific Limited, shall be paid on or before the due date for payment without deduction or deferment on account of any claim, counterclaim or setoff. The due date for all amounts payable to Quadrant Pacific Limited is the date or dates communicated by Quadrant Pacific Limited in writing and shall be strictly observed (time being of the essence).

6.5. Notwithstanding any direction that part or all of Quadrant Pacific Limited's charges shall be payable by any particular person, the Customer shall remain liable to Quadrant Pacific Limited for all of Quadrant Pacific Limited's charges.

6.6. Should payment of Quadrant Pacific Limited's charges not be made by the due date, the Customer shall pay default interest on all monies outstanding at a rate equal to 5% above Quadrant Pacific Limited's bank's indicator lending rate from time to

time (as stated by Quadrant Pacific Limited) calculated on a daily basis from such date until the date on which payment is actually received by Quadrant Pacific Limited but Quadrant Pacific Limited's right to claim interest pursuant to this clause shall be without prejudice to Quadrant Pacific Limited's other rights and remedies in respect of the default in failing to make payment by the due date.

6.7. Quadrant Pacific Limited reserves the right to recover all legal costs, on a solicitor and own client basis and incidental expenses as a result of expenses incurred recovering any outstanding monies owed or disputed.

Quadrant Pacific Limited can make credit checks on the Customer as required on the Personal Property Securities Register "PPSR" and can further:

(a) register Quadrant Pacific Limited General Security Agreement on the PPSR for any debt due or any future interest or advances; and

(b) register Quadrant Pacific Limited security on the PPSR over the inventory and proceeds of sale of the inventory within a container

6.8. If at any time payment of Quadrant Pacific Limited's charges is in arrears, any subsisting obligations of Quadrant Pacific Limited may be suspended and Quadrant Pacific Limited shall not be under any liability to the Customer or the Owner during any such period of suspension.

6.9. Unless otherwise stated, Quadrant Pacific Limited's charges are exclusive of any GST. To the extent that any GST is payable, such amount shall be payable by the Customer to Quadrant Pacific Limited at the same time as the payment to which it relates is due.

6.10. Cyber fraud under liability: Please be vigilant against cyber fraud. Should you receive any message purporting to be from us that informs you of changes to payment instructions and/or bank account, please contact us +64 7 575 5155 or your usual Quadrant Pacific contact. Please note that it is your sole responsibility to ensure that payment is made to our account and that your obligations are only fulfilled upon our receipt of such payment.

7. DISBURSEMENTS AND EXPENSES

7.1. Quadrant Pacific Limited may at its discretion pay, and the Customer shall on demand reimburse and indemnify Quadrant Pacific Limited for, any duties, taxes or other charges, costs or disbursements paid, or any expenses incurred (including penalties and other costs arising as a result of the Customer failing to pay such amounts), by Quadrant Pacific Limited in connection with the performance of the Freight Forwarding Services.

7.2. All costs, expenses or charges incurred by Quadrant Pacific Limited in respect of any arrangement made, or any contract entered into or any other form of liability shall be recoverable from the Customer pursuant to clause 7.1, notwithstanding that any such arrangement, contract or liability was not known or contemplated by the Customer or the Owner at the time of entering into this Contract or the date of the On-Forwarding Instructions.

7.3. Notwithstanding clauses 7.1 and 7.2, Quadrant Pacific Limited shall be under no obligation to incur and pay any costs, expenses or charges except where the Customer has put Quadrant Pacific Limited in sufficient funds so as to meet the same.

8. INSURANCE

8.1. Quadrant Pacific Limited will be under no obligation to arrange insurance on the Goods as the agent of the Customer unless the Customer gives Quadrant Pacific Limited express written instructions to do so (in which case Quadrant Pacific Limited will arrange such insurance as agent of the Customer subject to the Customer having first paid the cost of such insurance in full and in advance to Quadrant Pacific Limited).

8.2. Quadrant Pacific Limited may, in its discretion, effect separate insurance cover the type of which policy shall be at Quadrant Pacific Limited's discretion, including (without limitation) an open or general policy.

8.3. All such insurances shall be at the expense of the Customer and will be subject to the usual exemptions and conditions of the policies of the insurer or underwriter accepting the risk together with any exemptions and conditions specified in any consignment note in respect of the Goods. Should the insurer dispute liability for any reason, the Customer and Owner shall have recourse against the insurer only and Quadrant Pacific Limited shall not be under any responsibility or liability in relation thereto notwithstanding the premium on any policy may be not the same as that amount charged or paid by the Customer for that insurance.

9. LIEN

9.1. Quadrant Pacific Limited shall have the right of detention of, and a particular and general lien on, the Goods and any other goods (and any documents relating thereto) of the Customer or the Owner in the possession or control of Quadrant Pacific Limited at any time for all sums payable to Quadrant Pacific Limited in respect of the Goods or for any particular transaction or general balance or other monies due from the Customer or the Owner. If any monies due to Quadrant Pacific Limited are not paid forthwith after notice has been given to any person from whom the monies are due that the Goods or any other goods of the Owner are being detained, they may be sold by

Quadrant Pacific Limited at the sole discretion of Quadrant Pacific Limited and at the expense of such persons, and the net proceeds of sale applied in or towards satisfaction of such indebtedness. Failing the giving of any such notice, Quadrant Pacific Limited shall have the right to sell any such goods by auction or otherwise after Quadrant Pacific Limited has informed or made reasonable endeavours to inform the Customer that it will dispose of the goods and apply the proceeds as mentioned. Any such sale or disposition shall not prejudice or affect Quadrant Pacific Limited's right to recover from such persons any balance due or payable to Quadrant Pacific Limited hereunder in respect of services provided hereunder or the costs of any such detention and sale or other disposition.

10. SALE AND DISPOSAL OF GOODS

10.1. Quadrant Pacific Limited shall be entitled at the expense of the Customer to sell or dispose of goods:

a) on 21 day's notice in writing to the Customer or where the Customer cannot be traced, after such goods have been held by Quadrant Pacific Limited for 90 days, all goods which in the opinion of Quadrant Pacific Limited cannot be delivered, either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee or for any other reason;

b) without notice to the Customer or the Owner, any perishable goods which are not taken up immediately on arrival or which are insufficiently or incorrectly addressed or marked or otherwise are not readily identifiable, or which in the opinion of Quadrant Pacific Limited appear to be deteriorating or would be likely to perish during the course of the Carriage and Handling of the Goods.

10.2. All goods which Quadrant Pacific Limited is, in accordance with this Contract, entitled to sell or dispose of, may be sold by auction or otherwise at the discretion of Quadrant Pacific Limited. All charges and expenses in connection with the sale or disposal of such goods shall be paid by the Customer and payment or tender of the net proceeds of the sale or disposal, after deduction of all such charges and expenses and any other indebtedness of the Customer to Quadrant Pacific Limited, shall be equivalent to delivery. Any such sale or disposal shall not prejudice or affect Quadrant Pacific Limited's rights to recover from any person any balance due or payable to Quadrant Pacific Limited in respect of any services provided by it or any costs associated with the detention and sale of the goods.

11. LIABILITY OF QUADRANT PACIFIC LIMITED

11.1. Where, and to the extent that, the provisions of the Carriage of Goods Act 1979 (hereinafter called "the Act") apply to this Contract, the Contract shall be "at limited carrier's risk" as that term is defined by the Act, unless any consignment note in respect of the Goods provides that the Contract is "at owner's risk" in accordance with the Act (in which case the Contract shall be "at owner's risk" (as defined in the Act)). The provisions of sections 18, 19 and 20 of the Act are hereby excluded and all other sections from 1 to 27 of the Act shall apply only to the extent that such provisions are not inconsistent with this Contract.

11.2. Subject to the Consumer Guarantees Act 1993 and the provisions of the Act (as modified or excluded by clause 11.1) imposing liability on Quadrant Pacific Limited in respect of loss or damage to the Goods, Quadrant Pacific Limited shall not be under any liability in respect of freight forwarding, importing and/or exporting, warehousing, project management and customs brokerage services or any other services undertaken by Quadrant Pacific Limited, whatever and however that liability is caused or arises and (without limiting the generality of the foregoing) whether caused by or arising as a result of negligence or breach of contract on the part of Quadrant Pacific Limited or otherwise for:

a) any damage to or loss, deterioration, contamination, mis-delivery, delay in delivery or non-delivery of the goods;

b) any loss of or damage to perishable goods due to any failure or breakdown of machinery or plant, shortage of power or labour, or pilferage, theft or burglary (or any attempt of the same) whether by an servant of Quadrant Pacific Limited or any other person;

c) any loss or damage caused by any failure to carry out or in carrying out the On-Forwarding Instructions;

d) any failure to perform or in performing the Freight Forwarding Services, including any failure in connection with any instruction, advice, information or service given or provided to any person whether in respect of the Goods or any other matter or thing;

e) any direct, indirect or consequential loss or damage or opportunity costs however arising of the Customer, Owner or any other person;

f) any loss or damage caused by or arising from delay, loss of market or loss of or damage to the Goods, or otherwise however;

g) any loss or damage to the extent resulting from any act or omission of the Customer or Owner or resulting from an event outside Quadrant Pacific Limited's control.

11.3. Quadrant Pacific Limited shall be under no liability to the Customer, Owner or consignee whatever unless:

(a) written notice of any claim, giving full particulars of the events giving rise to the claim and any alleged damage or loss,

is received by Quadrant Pacific Limited within seven days after delivery of the Goods or, in the case of non-delivery or loss or destruction of the Goods, within seven days of the date on which the Goods should have been delivered, and in any other case within seven days of the event giving rise to the claim; and (b) an action shall have been commenced by the Customer in a New Zealand court of competent jurisdiction within six months of delivery or, in the case of non-delivery, within six months and seven days of the date of despatch.

11.4. Any claim which has not been made strictly in accordance with the provisions of clause 11.3 shall be deemed to be waived and absolutely barred.

11.5. Quadrant Pacific Limited's liability under this Contract is limited to the lesser of revenue received by Quadrant Pacific Limited in respect of the particular Goods or Freight Forwarding Services in respect of which the liability has arisen or \$1,500.

12. INDEMNITY

12.1. Without prejudice to clauses 2.2.4.2, and 5.7 the Customer shall on demand, indemnify and save harmless Quadrant Pacific Limited from and against all duties, taxes, penalties, fines, payments, claims, demands, costs and expenses, and other liabilities of whatever kind, whether or not arising out of the negligence of Quadrant Pacific Limited, its servants or agents, which are imposed on, or suffered or incurred by Quadrant Pacific Limited and which arise directly or indirectly from or in connection with the performance of the Freight Forwarding Services, the implementation of the On-Forwarding Instructions, the procurement of the Carriage and Handling of the Goods, or otherwise, including any liability to indemnify any other person against claims made against such other person by the Customer or the Owner.

13. NOTICES

13.1. Any notice to be given under this Contract will be deemed to have been properly served if delivered or sent by registered post, facsimile transmission or email to the registered office of the party to receive it or the usual or last known residence or place of business of such party.

13.2. Any notice sent by registered post will be deemed to have been properly served two days after the date upon which it was posted. Any notice sent by facsimile will be deemed to have been properly served on the date of transmission or, if the transmission was made after 1700hrs or on a day other than a normal working day, then on the next working day following the date of transmission. Any notice sent by email will be deemed to have been properly served on the date of email or, if the email was made after 1700hrs or on a day other than a normal working day, then on the next working day following the date of the email. Any notice delivered to the appropriate address will be deemed to have been properly served on the date upon which the notice was so delivered.

14. MISCELLANEOUS MATTERS

14.1. To the extent that any provision of this Contract is contrary to law (including the Fair Trading Act 1986), it shall be void but any such provision shall remain in full force and effect to the extent that it is not contrary to law and the invalidity of any such provision or part thereof shall not affect the validity and enforceability of any other provision of this Contract.

14.2. No servant, agent or representative of Quadrant Pacific Limited has any authority to alter, amend, modify or waive any provision of this Contract unless such alterations, amendment, modification or waiver is in writing and signed by a duly authorised representative on behalf of Quadrant Pacific Limited.

14.3. All of the rights, immunities and limitations of liability in this Contract shall continue to have their full force and effect in all circumstances and notwithstanding any breach of contract or of any of these terms and conditions by, or any negligence on the part of, Quadrant Pacific Limited or any other person entitled to the benefit of any of the provisions of this Contract.

14.4. Nothing in this Contract shall in any circumstances be evidence of or be deemed to create a partnership or fiduciary relationship between the customer and Quadrant Pacific Limited.

14.5. Where the Customer has entered into this Contract for and on behalf of the Owner, the Owner agrees that it is jointly and severally liable for all the obligations, undertakings, warranties and indemnities of the Customer.

15. GOVERNING LAW

15.1. This Contract, and any act or contract to which it applies, shall be governed by, and interpreted in accordance with, the laws of New Zealand and the parties hereby submit to the non-exclusive jurisdiction of the New Zealand courts in respect of any dispute, matter or thing arising in respect of this contract.