TERMS AND CONDITIONS

FOR MEMBERS OF THE MOVE LOGISTICS GROUP

PART A – GENERAL TERMS AND CONDITIONS

1 Definitions

The following definitions apply in this Agreement:

1.1 "**Act**" means the Contract and Commercial Law Act 2017.

1.2 "**Agreement**" means the agreement constituted by the credit application form (if credit is made available to the Customer), these Terms and Conditions and any variation or amendment made in accordance with these Terms and Conditions.

1.3 "**Business Day**" means any day other than a Saturday, a Sunday or a statutory holiday in New Zealand.

1.4 "**Carrier**" means the actual carrier engaged to carry the Goods and includes warehousemen.

1.5 "**Company**" means MOVE Logistics Group Limited and each of its subsidiaries and their employees, contractors and agents.

1.6 "**Container**" means any container, trailer, transportable tank, flat, pallet or other packaging or article used to carry, consolidate, store or package the Goods.

1.7 "**Confidential Information**" means all information provided by one party to the other party whether oral or written or embodied in any other physical or electronic form, whether in tangible form or not and whether provided before or after the date on which the Customer agrees to this Agreement or the date Services are first performed under this Agreement but does not include information which is or becomes available in the public domain (other than because of a breach of this Agreement) or information disclosed in compliance with any applicable law.

1.8 "**Customer**" means the person, firm or company acquiring Services from the Company (whether as principal or agent for another) and includes any "Contracting Party" as that term is defined in the Act.

1.9 "**Dangerous Goods**" means Goods that are in fact or at law noxious, dangerous, hazardous, explosive, radioactive, flammable, or capable by their nature of causing damage or injury to their Container, other Goods, or to any persons, or animals, or property.

1.10 "**Detention**" means any charge payable by the Customer if the time period, from when the Customer or its consignee collects a Container from the nominated collection point until that Container is returned by the Customer or its consignee to the nominated return point is longer than the permitted allowance.

1.11 "**Demurrage**" means any charge payable by the Customer where the Goods are held inside the relevant port, terminal or depot for longer than the permitted allowance.

1.12 "**Goods**" means any goods (as that term is defined in section 246 of the Act) supplied by the Customer for which the Company agrees to provide Services in accordance with this Agreement.

1.13 "**Logistics and/or Warehousing Services**" means all logistics and/or warehousing services supplied by a Company to the Customer, including carriage, storage, lifting, packing, warehousing, handling, installation, removal, assembly, erection or insurance of Goods, and includes arranging provision of these services by a third party.

1.14 "**Ocean Transport Document**" means, in the context of Ocean Transportation Services, the document given by a Company to the person consigning Goods to acknowledge receipt of the cargo for shipment and includes, without limitation, a bill of lading, sea waybill, or ship's delivery order.

1.15 **"Ocean Transportation Services"** means transportation services provided by the Company to the Customer in relation to the transportation of Goods by sea.

1.16 "**PPSA**" means the Personal Property Securities Act 1999 and associated regulations.

1.17 "**Privacy Policy**" means the Company's privacy policy as published on its website at www.movelogistics.com/privacy-policy, as updated from time to time.

1.18 "**Services**" means any Transportation Services, Ocean Transportation Services, Storage Services, Logistics and/or Warehousing Services or other services that a Company provides to the Customer from time to time.

1.19 "**Storage Services**" means storage services provided by the Company to the Customer for the storage of Goods.

1.20 "**Terms and Conditions**" means these Terms and Conditions, made up of Part A – General Terms and Conditions, Part B – MOVE Freight Terms and Conditions, and Part C - MOVE Logistics & Warehousing Terms and Conditions.

1.21 "**Transportation Services**" means transportation services provided by the Company to the Customer in relation to the transportation of Goods.

1.22 "**Transport Document**" means any house or Carrier air waybill, warehouse receipt, consignment note or other document issued by the Company or a third party providing Services in respect of Goods, but does not include any transport document relating to Ocean Transportation Services.

1.23 "**Unit of Goods**" has the meaning of that term in the Act.

2 Interpretation

The following rules of interpretation apply in this Agreement:

2.1 References to parties include their respective executors, administrators, successors and permitted assigns.

2.2 References to persons includes natural persons, companies, and any other body corporates and unincorporated bodies.

2.3 References to the words "including", "include" or similar words do not imply any limitation and are deemed to have the words "without limitation" following them.

2.4 References to a time or time period applicable to the Customer's obligations are deemed to mean that the time or time period is of the essence.

2.5 References to a statute or a statutory provision means a New Zealand statute or statutory provision as amended, consolidated and/or replaced from time to time.

2.6 References to the Company obtaining signatures or authorisations include those recorded by electronic means on a handheld device.

2.7 Headings are for convenience only and do not affect the interpretation of this Agreement.

3 Application of Terms and Conditions and Structure

3.1 Except as set out in these Terms and Conditions, these General Terms and Conditions in Part A apply to all Services provided, and any credit made available, by any Company. In addition:

3.1.1 where a Company provides Transportation Services and/or Storage Services, the MOVE Freight Terms and Conditions in Part B will apply to those Services; and

3.1.2 where a Company provides Logistics and/or Warehousing Services, the MOVE Logistics & Warehousing Terms and Conditions in Part C will apply to those Services.

3.2 These Terms and Conditions only apply to Ocean Transportation Services in certain circumstances, including where a Company has agreed to make credit available in respect of Ocean Transportation Services. Only the following parts of the General Terms and Conditions in Part A will apply in addition to the terms of the relevant Ocean Transport Document:

3.2.1 where the context requires, clauses 1 and 2;

3.2.2 clauses 3.1 and 3.2;

3.2.3 clause 4.1.3;

3.2.4 clause 4.3(ii);

3.2.5 clauses 5 to 14;

3.2.6 in so far as it relates to an amount owing by a customer that was granted in credit by the Company to a customer clause 17;

3.2.7 in so far as it relates to an amount owing by a customer that was granted in credit by the Company to a customer, clause 18.1.1; and

3.2.8 in so far as it relates to an amount owing by a customer that was granted in credit by the Company to a customer, clause 23.1.1.

3.3 Where a Company issues a Transport Document in which it is described on its face or the reverse as the "Carrier", these Terms and Conditions will apply to every Service encompassed by the Transport Document except where inconsistent with the terms of the Transport Document. If there is any inconsistency between these Terms and Conditions and a Transport Document, the terms of the Transport Document will prevail to the extent of the inconsistency but no further.

3.4 The provisions of these Terms and Conditions that relate to credit being made available by any Company do not apply to transactions that are carried out as cash sales and/or in relation to Customers for which no credit account has been approved, but the balance of the Terms and Conditions continue to apply to such transactions and Customers.

4 Price

4.1 Unless quoted or confirmed otherwise in writing by the Company:

4.1.1 the price of the Transportation Services will be the price as at the date of delivery of the Goods, and, where the delivery is by instalments, then the prices will be those prevailing at the date of each delivery of the Goods;

4.1.2 the price of the Storage Services will be the price as at the date of completion of the storage of the Goods;

4.1.3 the price of the Ocean Transportation Services will be as stated in the relevant Ocean Transport Document; and

4.1.4 the price of all other Services will be the price as at the date of the Services.

4.2 Unless quoted or confirmed otherwise in writing by the Company, the Company reserves the right to adjust its prices at any time and from time to time.

4.3 Prices submitted or quoted by the Company (including agreed or accepted quotes) may be subject to change in the event of (i) events beyond the Company's control (e.g. acts of god, road or infrastructure closures or disruptions, natural disasters, road diversions), (ii) the Company exercising its right to charge a fuel adjustment factor (**FAF**) percentage in addition to quoted rates if pricing for FAF inputs increases prior to the time some or all of the Services are completed (the then-current percentage rate can be found on the website www.movelogistics.com, with the FAF rate workings available on request if the Company exercises its rights under this clause 4.3(ii); and/or (iii) where the Company is subjected to an increase in government levies (e.g. road user tax charges), in which case the Company reserves the right to pass these on to the Customer by way of an increase in rates. In such event, the Company will contact the Customer and notify them of these changes.

4.4 All prices 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/quotation placed by the Customer.

4.5 In the event any Goods provided for carriage differ from (i) any information or declaration given to the Company, and/or (ii) assumptions made by the Company in preparing a price estimate or quotation, including as to description, items, pallet space, quantity, volume, weight, dimensions, quality, value and/or measurements, the Company reserves the right to measure and/or weigh the Goods and charge any increase accordingly, and the Customer must pay such increased amount.

5 Payment

5.1 Any credit granted by the Company shall be on the basis that payment of the amount owing shall be paid in full within agreed payment terms or if no payment terms have otherwise been agreed by the Company in writing (i) by no later than the 20th day of the month following delivery of the Goods, completion of the storage of the Goods or provision of the Services (as applicable) or (ii) by the 20th of the month following the month in which the Company's invoice is dated (whichever is the earlier).

5.2 For transactions carried out as cash sales and/or in relation to Customers for which no credit account has been approved, payment shall be required before the Company performs any Services.

5.3 For transactions not on credit, the Company may in its discretion, if evidenced by acceptance in writing, provide Services on the basis that the consignee will pay the Company's charges but nevertheless the Customer remains liable for payment and the Customer's other obligations under the Agreement in the event of default of payment by the consignee.

5.4 Payment must be made in cleared funds without deduction, counterclaim or set-off.

5.5 If the Customer chooses to pay by credit card, the Company will be entitled to charge the Customer a surcharge fee. The default surcharge fee will be 2% of the total price of the relevant Services, however from time to time the Company may adjust the prevailing surcharge rate to ensure that it bears a reasonable relationship to the Company's associated costs. If the Customer indicates that they wish to make payment by credit card, the Company will advise the Customer of the prevailing surcharge rate before the payment is processed.

5.6 For any payment type, the Company may require the deposit of a sum equivalent to its charges or any lesser sum determined by the Company as a deposit on account of payment.

5.7 The Company may apportion payments to outstanding accounts as it thinks fit.

6 Interest on Overdue Moneys

6.1 Without prejudice to any of its other rights, the Company shall be entitled to charge interest at the rate of 15% per annum on all overdue moneys, calculated from the date payment is due until the date payment is made. Interest shall compound monthly on the 20th day of each month.

7 Collection Costs

7.1 If the Customer fails to pay any money when due or breaches its obligations under these terms and conditions, or the Company incurs damages, fees or costs due to Customer payment being dishonoured or reversed, then the Company may (without prejudice to its other rights and remedies) require the Customer to pay all of the Company's costs (including debt collection and legal costs on a solicitor/own client basis) in connection with the enforcement or attempted enforcement of the Company's rights, remedies and powers against the Customer, or such dishonouring/reversal, and the Customer shall be immediately liable for the payment of such costs.

8 Demurrage and Detention

8.1 The Customer shall use its best endeavours not to incur any Demurrage or Detention with respect to any Goods.

8.2 The Customer is responsible for any and all Demurrage and/or Detention incurred in respect of any Goods and the Customer indemnifies the Company against all claims, losses, damages or expenses it may incur as a result of any Demurrage and/or Detention in respect of the Goods.

9 Unauthorised Use of Account

9.1 The Customer is liable for any indebtedness arising from the unauthorised use of the account provided that the authorisation came from an employee, contractor or agent of the Customer.

10 Payment on Default

10.1 The whole of the amount of credit or other amounts outstanding to the Company shall become immediately due and payable to the Company:

10.1.1 If the Customer fails to make payment of any moneys on the due date for payment or is otherwise in breach of this Agreement; or

10.1.2 On the appointment of a liquidator or receiver or administrator in respect of the Customer; or

10.1.3 On the termination of this Agreement or on the revocation of a Customer's credit in accordance with these Terms and Conditions.

11 Suspension of Services

11.1 Notwithstanding the Company having processed or approved the credit application or having previously granted credit and without prejudice to any of its other rights, the Company shall be entitled to suspend performance of the Services and/or withhold delivery of any Goods until payment has been made for any reason, including if it considers the Customer's creditworthiness to be unsatisfactory.

12 Limitation of Credit Facility

12.1 Credit shall be revocable by the Company at any time prior to performance of any part of the Services.

13 Credit Information

13.1 By signing a credit application form, the Customer and each individual who signs that form authorise the Company to collect, use, and disclose their personal information in accordance with the privacy notice set out in that form and the Privacy Policy.

13.2 The Customer and each individual who signs a credit application form has the right to access and request correction of their personal information held by the Company. Details of how to exercise these rights are set out in the Privacy Policy.

14 Right to Refuse Services

14.1 The Company may in its sole discretion refuse to offer the Services for any person or for any class of Goods.

15 Dangerous Goods

15.1 The Customer shall not tender any Dangerous Goods for the provision of Services without first giving the Company written notice of intention its intention to do so, accompanied by a full description of the same, and obtaining the Company's express written consent. In the event of such consent being given the Customer shall comply with all applicable laws, regulations or requirements in relation to the Dangerous Goods.

15.2 If any Goods of any type whatsoever, in the opinion of the Company, are or are liable to become of a dangerous, flammable, noxious or damaging nature, they may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Customer and without prejudice to the Company's right to freight and charges.

15.3 Whether or not the Customer was aware of the nature of the Goods the Customer shall indemnify the Company against all claims, losses, damage or expenses arising in consequence of any breach of the provisions of this clause.

16 Risk and Insurance

16.1 All risks of loss, destruction of or damage to Goods remain with the Customer during the Services, to the fullest extent permitted by law. The Company will not insure the Goods for the benefit of the Customer except on the Company's express acceptance in writing of the Customer's written request to do so before commencement of the Services in relation to the Goods. Where the Company does insure any Goods, the insurance will be at the Customer's cost and the Company acts only as the agent of the Customer and does not act as, nor offers advice as, an insurance broker or intermediary. Any insurance arranged by the Company is subject to the terms and conditions of the underwriter accepting the risk. The Company is under no obligation to effect a separate insurance for the Goods but may declare them on any open or general policy. The Company accepts no liability for any insurance arrangements and the Customer indemnifies the Company for any loss or damage the Company may suffer in relation to or arising out of the insurance of the Goods.

16.2 The Company is not obliged to advise or assist the Customer or any other party to prepare or make a claim against a Carrier or underwriter. The Company may agree in writing to provide advice or assistance and may charge for doing so.

16.3 Despite any other provision of these Terms and Conditions limiting or excluding the Company's liability, to the extent that any Services comprise a contract of carriage under the Act, such Services shall be carried out at limited carrier's risk unless the parties agree in writing that another form of carrier's risk applies (where applicable) in accordance with the Act.

17 Liens and Security

17.1 All Goods held by the Company for the purposes of providing Transportation Services are subject to a statutory lien in respect of any amount owing by the Customer to the Company, as provided for under section 285(1) of the Act.

17.2 All Goods and documents relating to Goods shall be subject to a general lien for any amount owing by the Customer to the Company (including any costs to exercise or defend the lien). If the Customer fails to pay the charges when due or the Goods are not collected when required or designated, the Company may, without notice, immediately:

17.2.1 remove all or any of the Goods and store them as the Company thinks fit at the Customer's risk and expense until all amounts owing to the Company have been paid in full; or

17.2.2 open any package and sell all or any of the Goods as the Company thinks fit at any price and apply the proceeds towards the costs of sale and the amounts owing to the Company without being liable to any person for any loss or damage caused.

Notwithstanding any transfer of physical possession, the Goods are not released from this lien until all moneys owing by the Customer have been paid to the Company. If Goods are for any reason delivered to the Customer without payment having been made in full, the Company may re-take possession of them pending payment and may enter any premises for that purpose.

17.3 The Customer agrees that the lien arising under clause 17.2 is a security interest in the Goods in terms of the PPSA and that security interest in the Goods continues in all present and after acquired goods and proceeds.

17.4 If the Company requests, then the Customer must promptly upon receipt of a request from the Company do anything for the purposes of ensuring that any security interest created under this Agreement is enforceable, perfected (including but not limited to perfection by registration), maintained and is otherwise effective. Anything that is required by the Customer to be done under this clause will be done by the Customer at its own expense. The Customer agrees to reimburse the costs of the Company in connection with any action taken by the Company under or in connection with this clause.

17.5 Nothing in sections 114(1)(a), 133 and 134 of the PPSA will apply to this Agreement.

17.6 The Customer waives its right under the PPSA to:

17.6.1 receive notice under sections 120(2) and 129 of the PPSA;

17.6.2 receive a statement of account under section 116 of the PPSA;

17.6.3 object to any proposal of the Company to retain collateral under section 121 of the PPSA;

17.6.4 not have Goods damaged or to be reimbursed in the event that the Company were to remove an accession under sections 125, 126 or 127 of the PPSA; and

17.6.5 apply to the Court for an order concerning the removal of an accession under section 131 of the PPSA.

17.7 The Customer must give the Company prior written notice of a proposed change of its name or address.

17.8 The Customer and Guarantor agree that the Company shall have the right to complete and register a mortgage over any property owned by the Customer and/or any Guarantor of the Customer to secure any sum owing to the Company whether under this Agreement or any other. The mortgage will be in a commonly used all obligations form chosen by the Company's solicitor. The Company shall have the right at its discretion to place a caveat on any such property for the purpose of this clause. The Customer and/or Guarantor irrevocably appoint the directors of the Company as the attorney of the Customer and/or Guarantor for the purpose of the Company exercising its right under this clause whilst any amount owing remains outstanding. The directors of the Company may severally exercise the power of attorney.

18 Indemnity

18.1 The Customer indemnifies the Company from and in respect of all claims, demands, actions, proceedings, liability, losses, damages and costs (including legal costs and expenses) made against, or incurred or suffered by, the Company by reason of or in any way arising out of or connected with:

18.1.1 any breach by the Customer or its employees, contractors, agents or representatives of this Agreement (including any breach of a warranty given by the Customer);

18.1.2 any act, omission, negligence, recklessness, default or breach of duty, breach of statute or breach of covenant by or on behalf of the Customer or its employees, contractors, agents or representatives in relation to this Agreement or the Services; and

18.1.3 or otherwise arising directly or indirectly from:

(a) the nature of the Goods; or

(b) any personal injury or property damage caused by the Goods or the Customer (or its employees, contractors, agents, representatives or customers) other than in circumstances for which the Company is legally liable.

18.2 This clause 18 will continue to apply after expiry or termination of this Agreement.

19 Exclusion and Limitation of Company's Liability

19.1 The Company's liability is further limited or excluded as set out in clauses 5 and 6 of Part B of these Terms and Conditions, and clauses 4, 5 and 6 of Part C of these Terms and Conditions.

19.2 Notwithstanding any other provision in this Agreement, the Company will under no circumstances be liable for any loss of profits, loss of revenue, loss of business or anticipated business or anticipated savings (in each case whether directly or indirectly flowing from the cause of the loss) or any indirect or consequential loss or damage of any kind, whether or not that loss was, or ought to have been, contemplated by the party in breach.

19.3 Notwithstanding any other provision in this Agreement, the Company shall not under any circumstances whatsoever be liable for any loss, damage, cost, fine or penalty sustained or incurred by the Customer, the owner of the Goods or any other person resulting from or in connection with any quotation, advice, prediction, forecast, statement, representation or information given or made by or on behalf of the Company, whether negligently or otherwise, as to liability of the Goods for customs duty, excise duty or any other impost or tax or as to the particular tariff or classification applicable thereto. Further, in giving or making any such quotation, advice, prediction, forecast, statement, representation or information, the Company relies solely on the information provided by the Customer who warrants that the information provided by it to the Company accurately and completely describes all aspects of the Goods and the transaction or transactions relating to the acquisition, sale, importation and/or export of the Goods.

19.4 Nothing whatsoever done or omitted to be done or other conduct by the Company in breach of contract or otherwise will under any circumstances constitute a fundamental breach of contract, or a repudiation of contract such as to have the effect of disentitling the Company from obtaining the benefit of and enforcing all rights, defences, exemptions, immunities and limitations of liability of the Company contained in this Agreement, and all such rights, defences, exemptions, immunities, limitations of liability and like protection will continue to have full force and effect in any event whatsoever.

19.5 The Company will not be liable for any failure or delay in performance of its obligations under this Agreement if such failure or delay is due, in whole or in part, to any cause whatsoever beyond its control.

19.6 This clause 19 will continue to apply after expiry or termination of this Agreement.

20 Right to Subcontract

20.1 The Company at its discretion may subcontract on any terms the whole or any part of the Services.

20.2 Every right, exemption from liability, defence and immunity of whatever nature applicable to the Company or to which the Company is entitled under this Agreement will be available to and will extend to protect:

20.2.1 all subcontractors of the Company;

20.2.2 every officer, employee or agent of the Company or of a subcontractor of the Company;

20.2.3 every other person (other than the Company) by whom the Services or any part of them are undertaken; and

20.2.4 all persons who are or might be vicariously liable for the acts or omissions of any person falling within clauses 20.2.1, 20.2.2 or 20.2.3.

21 Confidentiality

21.1 Each party will hold each other party's Confidential Information in strict confidence and will not disclose any other party's Confidential Information to any person without the other party's prior written consent or make use of the other party's Confidential Information for any purpose other than for the furtherance of this Agreement.

21.2 The Confidential Information may be disclosed only to such employees and advisors of the receiving party as need to know the Confidential Information and who have entered into an agreement or undertaking equivalent to that set out in this Agreement to keep the Confidential Information confidential.

21.3 This clause 21 will survive expiry or termination of this Agreement.

22 Privacy

22.1 To the extent that any party handles personal information (as defined in the Privacy Act 2020) in the course of this Agreement, the parties will at all times comply with their obligations under the Privacy Act 2020, and in the case of the Company, it will also handle personal information in accordance with the Privacy Policy.

23 Termination

23.1 In addition to any rights of termination provided at law:

23.1.1 the Company will have the right to terminate this Agreement on giving not less than three Business Days' notice in writing to the Customer; and

23.1.2 the Customer will have the right to terminate this Agreement on giving not less than 40 Business Days' notice to the Company,

but no such termination will release the Customer from any moneys owing or from liability under, or for any previous breach of, this Agreement, including any booking cancellation or re-allocation costs arising from the Customer's termination.

23.2 This clause 23 will continue to apply after termination of this Agreement.

24 Consumer Guarantees Act and Fair Trading Act

24.1 To the maximum extent permitted by law, where the Customer is in trade and acquires the Services in trade, the Customer agrees:

24.1.1 that the provisions of the Consumer Guarantees Act 1993 will not apply to this Agreement; and

24.1.2 to contract out of sections 9, 12A, 13 and 14 of the Fair Trading Act 1986, including as provided for in clause 26 of Part A of these Terms and Conditions.

25 Variation of Terms and Conditions

25.1 The Company reserves the right to amend these Terms and Conditions at any time and from time to time by giving to the Customer notice in writing or electronic notification, and/or updating these terms on the Company's website, and use thereafter by the Customer of its account, and/or orders for Services, will constitute acceptance of any such amendments.

25.2 Except as set out in clause 25.1 above, no purported agreement to vary this Agreement or these Terms and Conditions will be binding on the Company unless the variation is in writing and signed by the Company.

26 Entire Agreement

26.1 This Agreement is the entire agreement between the parties relating to the Services, and replaces any previous written or verbal agreements between the parties relating to the Services.

27 Assignment

27.1 The Company may assign or transfer any of its rights or obligations under this Agreement.

27.2 The Customer may not assign or transfer any of its rights or obligations under this Agreement without the Company's prior written consent.

28 Counterparts

28.1 This Agreement may be executed and delivered in any number of counterparts (including by email). All counterparts, when taken together, will form the same document.

29 New Zealand Law and Jurisdiction

29.1 New Zealand law applies to this Agreement and any claims relating to it.

29.2 The parties agree to submit to the exclusive jurisdiction of the New Zealand courts.

PART B – MOVE FREIGHT TERMS AND CONDITIONS

These division-specific terms and conditions apply to Transportation Services and/or Storage Services provided by a Company (including Services provided by MOVE Freight Limited), in addition to the General Terms and Conditions in Part A above.

1 Customer's Warranties and Obligations

1.1 The Customer warrants that:

1.1.1 the Goods are fit for carriage and/or storage (as applicable) and have been suitably packaged for those purposes, and comply with all applicable laws in this regard;

1.1.2 the Customer has the authority of all persons owning or having any interest in the Goods to enter into this Agreement on their behalf;

1.1.3 the Customer has effected and will maintain a policy of insurance for the full insurable value of the Goods to cover any loss of or damage to the Goods during carriage and/or storage (as applicable);

1.1.4 the details of description, items, pallet space, quantity, weight, quality, value and measurements supplied by the Customer or any other person or entity are correct (and, subject to clause 1.2 of this Part B of these Terms and Conditions, to the extent any details are incorrect, the Customer authorises the Company to amend the details and any associated prices);

1.1.5 there is a suitable practicable road and approach for the Company and the Company's vehicles to the place from which the Goods are to be collected and the place to which the Goods are to be delivered;

1.1.6 the place from which any Goods are to be collected will have safe and adequate loading facilities and equipment available;

1.1.7 where required by law, the Customer has accurately completed and supplied a container weight declaration form;

1.1.8 refrigerated Goods are supplied to the Company at a temperature suitable for carriage;

1.1.9 the Goods are not Dangerous Goods, and the nature and value of all Goods subject to special rates for Services 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 will be clearly stated in writing before provision to the Company in respect of Services;

1.1.10 the Goods are not bullion, coins, bank notes, precious stones, jewellery, deeds, documents, glass, antiques, works of art or personal effects and, should the Customer nevertheless deliver or cause the Company to handle any such Goods otherwise than as agreed in writing, the Customer acknowledges it is liable for (and the Company has no liability or responsibility for) any loss or damage to the Goods, whether direct, indirect, consequential and however caused, and the Customer indemnifies the Company for and against all claims, demands, damages, costs and expenses arising in relation to such Goods; and

1.1.11 the Goods comply with the requirements of any applicable law relating to the nature, labelling, packaging, and carriage of goods, and the expenses and charges of the Company 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 or sales tax, warehouse or other authority or company of the expense, charges, levies or fines arising out of the breach of any applicable law shall be paid by the Customer.

1.2 The Company relies on the details of description, items, pallet space, quantity, weight, quality, value and measurements supplied by the Customer and the consignor but does not admit their accuracy. The Company will have no liability or responsibility for any loss incurred due to the Customer providing inaccurate information.

1.3 The Customer indemnifies the Company in respect of any liability whatsoever in respect of the Goods to any person (other than the Customer) who claims to have, who has, or who in the future may have any interest in the Goods or any part of the Goods.

2 Delivery

2.1 The Company is authorised to deliver the Goods at the address nominated to the Company by the Customer for that purpose. The Company will be conclusively presumed to have delivered the Goods in accordance with these conditions if at that address it obtains from any person a receipt or signed delivery docket for the Goods.

2.2 If the nominated place of delivery should be unattended or if delivery cannot otherwise be effected by the Company or the consignee otherwise fails to take delivery of the Goods, the Company may at its option deposit the Goods at that place (which will be conclusively presumed to be due delivery under these conditions) or store the Goods and if the Goods are stored by the Company the Customer will pay or indemnify the Company for all costs and expenses incurred in providing Storage Services. If the Goods are stored by the Company, the Company will be at liberty to redeliver them to the Customer from the place of storage at the Customer's expense.

2.3 The Company may carry or on-forward Goods or have them carried by any method or any person which the Company deems fit and notwithstanding any instructions that the Goods are to be carried or on-forwarded by another method. The Customer

authorises the Company to contract either as principal or as agent for the carriage of Goods and any such contract will be made upon the terms and subject to the conditions of any bill of lading or other forms or terms of contract for carriage, whether by sea, rail or road or air.

2.4 A charge may be made by the Company in respect of any delay in excess of one hour in loading or unloading occurring other than from the fault of the Company. Such permissible delay period will commence upon the Company reporting for loading or unloading.

2.5 If any time for delivery is stated at the time of any request for Services, such time shall be approximate only and shall not be deemed to be of the essence.

2.6 The Company may, in its sole discretion, refuse to accept Goods or impose any restrictions or conditions before accepting Goods in relation to Transportation Services.

2.7 Risk of loss of or damage to the Goods will pass from the Company to the Customer on delivery.

3 Storage

3.1 Where Goods are stored by the Company at the request of the Customer, the Customer will provide:

3.1.1 an address to which notices will be sent;

3.1.2 samples of the signatures of persons entitled to collect the Goods; and

3.1.3 an inventory of the Goods to be stored.

3.2 The Company may remove the Goods from a place of storage to another place of storage at its discretion.

3.3 The Customer must give 48 hours' written notice to the Company of its intention to remove Goods from storage.

3.4 The Company will not be obliged to deliver any Goods except to the Customer or to a person authorised in writing by the Customer to receive the Goods without:

3.4.1 a direction in writing from the Customer; and

3.4.2 payment of all amounts due by the Customer to the Company on any account whatsoever.

3.5 The Customer will remove its Goods from storage within seven days of receipt of written notice from the Company.

3.6 If any identifying document or mark is lost, damaged, destroyed or defaced, the Company may open any document, wrapping, package or other container in which the Goods are placed or carried to inspect them either to determine their nature or condition or to determine their ownership.

3.7 The Company may, in its sole discretion, refuse to accept Goods or impose any restrictions or conditions before accepting Goods in relation to Storage Services.

4 Pallets

4.1 The Company will not accept transfers for, and the Customer acknowledges the Company has no responsibility or liability in relation to, any Container or equipment used for carriage. The Customer releases and indemnifies the Company from and against any liability in relation to the loss of Containers, pallets or equipment or failure of any person to transfer any Container or equipment on or off any hire account.

4.2 The Company will accept the transfer of Chep and Loscam pallets if, and only if, the following threshold conditions are met:

4.2.1 the Customer may transfer its Chep and Loscam pallets to the Company's pallet accounts only with the Company's prior written agreement;

4.2.2 the Company will accept the transfer of New Zealand specification Chep Blue or Red (16001), Chep Green (16518) and Loscam Wooden pallets only; and

4.2.3 before any transfer, the Company and the Customer must have agreed in writing whether the "Transfer Levy" or "Transfer Delay Days" option applies and:

(a) the Customer agrees the "Transfer Levy" or "Transfer Delay Days" apply to the daily hire costs for transit days from pick up from the Customer to de-hire; and

(b) if "Transfer Delay Days" applies, the Customer must complete and provide all necessary documentation to ensure the Chep and Loscam pallets transferred onto the Company's pallet account have the agreed number of "Transfer Delay Days" included in the "transfer effective date" (with the "transfer effective date" being the total of the pick up date and the "Transfer Delay Days").

4.3 The following terms apply to Chep and Loscam pallets:

4.3.1 where there is a local Chep and Loscam de-hire centre, the Customer must pay the standard pallet return fee (as advised by the Company to the Customer in writing and as varied from time to time) per pallet for each Chep and Loscam pallet transferred to a Company pallet account;

4.3.2 where there is no local Chep and Loscam de-hire centre, the Customer must pay the relocation pallet return fee (as advised by the Company to the Customer in writing and as varied from time to time) per pallet for each Chep and Loscam pallet transferred to a Company pallet account;

4.3.3 pallet return fees will be reviewed annually and advised to the Customer in writing. Changes may include additional administrative or operational costs, increased pallet supply costs and/or additional transit hire days;

4.3.4 the Customer must ensure that all necessary documentation is completed and provided to the Company or the relevant pallet hire company (as applicable);

4.3.5 all transfers are to be transferred onto the receiving branch account;

4.3.6 if a consignment requires a booking time/slot for delivery, the Company has the right to change the effective date to the day of the booking

4.3.7 the Company will not accept pallet transfers where the sending entity is the same as the receiving entity;

4.3.8 the Company will not accept pallet transfers for deliveries to any receiving entity that operates a pallet account;

4.3.9 it is the Customer's responsibility to maintain its Chep and Loscam pallet accounts;

4.3.10 the Company reserves the right to reject any Chep and Loscam pallets transferred onto the Company's accounts where the consignments do not include the relevant references (for example, consignment references, pallet type, pallet quantities, pick up dates);

4.3.11 the Company does not accept any transfer of Chep and Loscam pallets after 14 days from pick up; the Company reserves the right to reverse the transfer or any Chep and Loscam pallets transferred after this timeframe;

4.3.12 if a receiving entity does not hold a pallet account (or will not accept a transfer by the Customer or the Company onto a pallet account), the Customer must notify the Company before any delivery that a transfer is not possible and that a "one-for-one" pallet swap is required from the receiving entity. The Customer must ensure receiving entities understand and are in a position to provide a "one-for-one" pallet swap. If the receiving entity does not facilitate a "one-for-one" pallet swap at time of delivery, the Company reserves the right to reverse the transfer of the relevant Chep and Loscam pallets. The Customer must recover the Chep and Loscam pallets;

4.3.13 if any reverse transfers are not accepted, the Company will charge the Customer, and the Customer must pay, such fee per Chep and Loscam pallet as is advised by the Company to the Customer in writing and as varied from time to time;

4.3.14 the Customer must use only pallets that meet safe operating standards and the quality standards of the pallet suppliers, including that pallets must be free of chemical deposits, not have missing or loose boards and not have protruding nails. If the Company determines that pallets do not meet a safe operating standard, the Company may refuse the pallet transfer;

4.3.15 the Company may pass on to the Customer any costs of restacking pallets due to health and safety concerns or to replace any incorrect pallet type;

4.3.16 the Company does not return or exchange plain pallets on behalf of the Customer;

4.3.17 the Company does not swap Chep and Loscam pallets on pick-up or provide "pallet banks" for the Customer; and

4.3.18 the Company will not engage in any discussion or pallet transactions with third party pallet consultants engaged by the Customer.

5 Exclusion and Limitation of Company's Liability

5.1 The provisions in this clause 5 of Part B of these Terms and Conditions are in addition to the provisions in clause 19 of Part A of these Terms and Conditions.

5.2 The Customer acknowledges and agrees that, unless the parties expressly agree in writing otherwise, the Transportation Services are provided at "limited carrier's risk" of $2,000 for each Unit of Goods lost or damaged in accordance with the Act.

5.3 In respect of any loss, costs or damage in excess of that set out in clause 5.2 of this Part B of these Terms and Conditions (or for which clause 5.2 of this Part B of these Terms and Conditions does not apply), to the maximum extent permitted by law, the Customer acknowledges and agrees that neither the Company nor any officer, employee, subcontractor or agent of the Company nor any other person who undertakes the carriage and/or storage of the Goods at any time pursuant to this Agreement will in any circumstances (except where any statute otherwise requires) be under any liability whatever (whether in contract, tort or otherwise) for any loss, costs or damage whatsoever, including (without limitation):

5.3.1 any loss of or damage to, deterioration, evaporation or contamination of the Goods; or

5.3.2 misdelivery, delay in delivery or non- delivery of the Goods or any of them, whether in the course of carriage, storage or otherwise including where such loss, damage, deterioration, evaporation, contamination or misdelivery, delay in delivery or non-delivery is caused or alleged to have been caused by the negligence of the Company or its officers, employees, agents or subcontractors; or

5.3.3 loss or damage attributable in any respect to any inherent defect in the Goods or their packaging/containment, anything beyond the control of the Company, or anything arising in connection with a breach of this Agreement by the Customer.

5.4 In respect of any loss, costs or damage in excess of that set out in clause 5.2 of this Part B of these Terms and Conditions (or for which clause 5.2 of this Part B of these Terms and Conditions does not apply), to the extent that the Company's liability cannot be excluded or limited under the other provisions of this Agreement and to the extent permitted by law, the Company's maximum total liability is limited, at the Company's option, to (i) re-performance of the Services, or (iii) the amount paid to the Company in respect of the specific Services the subject of the claim.

6 Time Period and Conditions for Claims

6.1 To the extent that the Company's liability is not excluded or limited under this Agreement, written notice of any claim must be received by the Company within seven days after performance of the Services, 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 (excluding any margin or freight costs) of any lost or damaged Goods provided by way of a valid tax invoice.

6.2 No claims will be considered unless the Customer has paid the Company's invoice in full.

6.3 No claims will be accepted where the Customer:

6.3.1 has already signed a proof of delivery document "clean" or words to that effect indicating that the Goods were received in full and undamaged; and/or

6.3.2 has made any attempt to conceal damage to the Goods.

6.4 The Company will allocate a claim number to the Customer, which must be included on the tax invoice provided by the Customer in accordance with clause 6.1 above. Any invoice provided by the Customer without the relevant claim number will not be accepted or actioned.

PART C – MOVE LOGISTICS & WAREHOUSING TERMS AND CONDITIONS

These division-specific terms and conditions apply to Logistics and/or Warehousing Services provided by a Company (including Services by MOVE Logistics & Warehousing Limited), in addition to the General Terms and Conditions in Part A above.

1 Warranties

1.1 The Customer warrants that:

1.1.1 it is the owner or the authorised agent of the owner of the Goods and enters into this contract on its own behalf and also as agent for the owner of the Goods and indemnifies the Company against all claims by any other person for any loss or damage whatsoever arising out of or incidental to or in connection with the Services provided by the Company;

1.1.2 the Goods are fit for handling as required as part of the Services and have been suitably packaged for those purposes, and comply with all applicable laws in this regard;

1.1.3 it has the authority of all persons owning or having any interest in the Goods to procure the Services on their behalf;

1.1.4 the Goods comply with the requirement of any applicable law relating to the nature, labelling and packaging and carriage of goods and the expenses and charges of the Company 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 or sales tax, warehouse or other authority or company of the expense, charges, levies or fines arising out of the breach of any applicable law shall be paid by the Customer;

1.1.5 the details of description, items, pallet space, quantity, weight, quality, value and measurements supplied by the Customer or any other party are correct (and, to the extent any details are incorrect, the Customer authorises the Company to amend the details and any associated prices);

1.1.6 there is a suitable practicable road and approach for the Company and the Company's vehicles to the place from which the Goods are to be collected and the place to which the Goods are to be delivered;

1.1.7 the place from which any Goods are to be collected will have safe and adequate loading facilities and equipment available;

1.1.8 where required by law, the Customer has accurately completed and supplied a container weight declaration form; and

1.1.9 any refrigerated Goods are supplied to the Company at a temperature suitable for carriage.

2 Methods, Route of Transportation, Delivery and Other Matters

2.1 Pending forwarding and delivery, the Goods may be warehoused or otherwise held at any place at the sole discretion of the Company at the Customer's risk and expense.

2.2 The Company may at any time and without notice to the Customer:

2.2.1 use any means of transport or storage whatsoever;

2.2.2 transfer the Goods from one conveyance to another including transhipment;

2.2.3 unpack and remove Goods which have been stowed into a container and forward the same in a container or otherwise;

2.2.4 proceed by any route at its discretion;

2.2.5 load or unload the Goods at any place and store the Goods at any such place; and

2.2.6 comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government authority.

2.3 The Customer:

2.3.1 acknowledges that the Company has no responsibility or liability in relation to any pallet used for carriage;

2.3.2 must ensure that pallets are transferred from and to any relevant hire accounts and that any necessary documentation is signed and delivered to the applicable pallet hire company; and

2.3.3 releases and indemnifies the Company from and against any liability in relation to the loss of pallets or failure of any party to transfer pallets on or off any hire account.

2.4 The Company is authorised to deliver the Goods at the address nominated to the Company by the Customer for that purpose. The Company will be conclusively presumed to have delivered the Goods in accordance with these terms and conditions if at that address it obtains from any person a receipt or signed delivery docket for the Goods.

2.5 If the nominated place of delivery should be unattended or if delivery cannot otherwise be effected by the Company or the consignee otherwise fails to take delivery of the Goods, the Company may at its option deposit the Goods at that place (which will be conclusively presumed to be due delivery under these conditions) or store the Goods and if the Goods are stored by the

Company the Customer will pay, and indemnify, the Company for all costs and expenses incurred in providing storage services. If the Goods are stored by the Company, the Company will be at liberty to re-deliver them to the Customer from the place of storage at the Customer's expense.

3 Declaration of Value

3.1 The Company will not declare the value of the Goods in a Transport Document unless instructed to do so in writing by the Customer, or required to do so by law.

4 Exclusion and Limitation of Company's Liability

4.1 The provisions in this clause 4 of Part C of these Terms and Conditions are in addition to the provisions in clause 19 of Part A of these Terms and Conditions.

4.2 The Customer acknowledges and agrees that, unless the parties expressly agree in writing otherwise, where the Logistics and/or Warehousing Services comprise a contract of carriage under the Act they are provided at "limited carrier's risk" of $2,000 for each Unit of Goods lost or damaged in accordance with the Act.

4.3 Subject to clause 4.2 above and clause 16.3 of Part A above, neither the Company nor its subcontractors, officers, employees, agents or representatives shall under any circumstances whatsoever be liable in negligence, any other tort, in contract or on any other basis whatsoever, and whether arising from misconduct or wilful default, for:

4.3.1 Any loss, destruction of or damage to the Goods (including any deterioration, contamination or evaporation of any chilled, frozen, refrigerated or perishable Goods); or

4.3.2 Any non-delivery, mis-delivery, delay in delivery of, or failure to produce the Goods; or

4.3.3 Any advice, representation, information, any assistance, or any service of any kind provided in any form by or on behalf of the Company in the course of or in connection with the Services;

4.3.4 Any accident, injury, death, damage or loss to any Goods, machinery, persons or property arising from the use of any vehicle, cargo handling appliances or other equipment.

4.4 Subject to clause 4.2 above and clause 16.3 of Part A above, where the Company may have liability in relation to Services, the Customer shall bear, and the Company shall have no liability to the Customer for, the cost of loss or destruction of or damage to the Customer's Goods howsoever caused, including in negligence, equivalent in value to 0.50% of the Customer's annual sales value, using standard pricing, of the Customer's Goods stored or carried by the Company during that year.

4.5 In all cases where liability has not been effectively excluded or otherwise limited or cannot be excluded or otherwise limited, whether by these terms and conditions or otherwise, to the extent permitted by law, the total liability of the Company to the Customer or to any other person shall be limited to the lesser of:

4.5.1 the value of the Goods at the time the Goods were received by the Company; or

4.5.2 a resupply of the Goods or payment of the cost of resupplying the Goods.

provided however that in no event shall the Company's liability to the Customer exceed a maximum total equal to 50% of the amount paid by the Customer to the Company in any year.

4.6 This clause 4 of Part C of these Terms and Conditions will continue to apply after expiry or termination of this Agreement.

5 Notice of Loss

5.1 Any claim for loss or damage must be notified in writing to the Company within seven days of delivery of the Goods or the date upon which the Goods should have been delivered, failing which the Company shall be discharged from all liability howsoever arising.

6 Time Bar

6.1 The Company shall be discharged from all liability unless suit is filed and served on the Company within three months after completion of the Services, delivery of the Goods or the date when the Goods should have been delivered, whichever is the earlier. The Company hereby contracts out of sections 279 to 280 of the Contract and Commercial Law Act 2017.