

**STANDARD TRADING TERMS 1974 EDITION
(AMENDED)**

1. (i) All and any business undertaken, including any advice, information of service provided whether gratuitously or not by Jacanna Customs & Freight Ltd - (hereinafter called, 'the Company') is transacted subject to the Conditions hereinafter set out and each Condition shall be deemed to be incorporated in and to be a Condition of any agreement between the Company and its Customers. The Company is not a common carrier and only deals with goods subject to these Conditions. No agent or employee of the Company has the Company's authority to alter or vary these Conditions. (ii) If any legislation is compulsorily applicable to any business undertaken, these Conditions shall as regards such business be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these Conditions be repugnant to such legislation to any extent such part shall as regards such business be void to that extent but no further.

2. Customers entering into transactions of any kind with the Company expressly warrant that they are either the owners or the authorised agents of the owners of any goods to which the transaction relates and further warrant that they are authorised to accept and are accepting these Conditions not only for themselves but also as agents for and on behalf of all other persons who are or may thereafter become interested in the goods.

3. Any instructions or business accepted by the Company may in the absolute discretion of the Company be fulfilled by the Company itself by its own servants performing part or all of the relevant services or by the Company employing or instructing or entrusting the goods to others on such conditions as such others may stipulate to perform part or all of the services.

4. Subject to express instructions in writing given by the Customer, the Company reserves to itself absolute discretion as to the means, route and procedure to be followed in the handling, storage, and transportation of goods. Further, if in the opinion of the Company it is at any stage necessary or desirable in the Customer's interests to depart from those instructions, the Company shall be at liberty to do so.

5. In transactions in which the Company is acting as Principals, the agreement between the parties is based upon the understanding that the modes of transport, the manner in which any contract of carriage is entered into by the Company, or any statements relating to the capacity of the Company in any bill of lading or other transport document shall not affect the role of the Company as Principals in their relationship to the Customer.

6. Pending forwarding or delivery, goods may be warehoused or otherwise held at any place or places at the sole discretion of the Company and the cost thereof shall be for the account of the Customer.

7. Except where the Company is instructed in writing to pack fire goods the Customer warrants that all goods have been property and sufficiently packed and/or prepared.

8. The Company is entitled to retain and be paid all brokerages, commissions, allowances and other remunerations.

9. Quotations are given on the basis of immediate acceptance and are subject to withdrawals or revisions, Further unless otherwise agreed in writing the Company shall be after acceptance at liberty to revise quotations or charges with or without notice in the event of any changes occurring in currency exchange rates, rates of freight, insurance premiums or any charges applicable to the good, irrespective of whether the Company has acted in a particular transaction as Principals or Agents.

10. The Customer shall be deemed to be bound by and to warrant the accuracy of all descriptions values and other particulars furnished to the Company for Customs, Consular

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and other purposes and he undertakes to indemnify the Company against all losses, damages, expenses and fines whatsoever arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence.

11. The Customer shall be liable for any duties, taxes, imposts, levies, deposits of outlays of any kind levied by the authorities at any port or place for or in connection with the goods and for any payments, fines, expenses, loss or damage whatsoever incurred or sustained by the Company in connection therewith.

12. When goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person the Customer shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.

13. No insurance will be effected except upon express instructions given in writing by the Customer and all insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. The Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it an open or general policy. Should the insurers dispute their liability for any reason the insured shall have recourse against the insurers only and the Company shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by its Customer.

14. (i) The Company shall only be responsible for any loss of or damage to goods or for any non-delivery or mis-delivery if it is proved that the loss, damage or non-delivery or mis-delivery occurred whilst the goods were in the actual custody of the Company and under its actual control and that such loss damage non-delivery or mis-delivery was due to the wilful neglect or default of the Company or its own servants.

(ii) The Company shall only be liable for any non-compliance or mis-compliance with instructions given to it if it is proved that the same was caused by the wilful neglect or default of the Company or its own servants.

(iii) Save as aforesaid the Company shall be under no liability whatsoever however arising and whether in respect of or in connection with any goods or any instructions, business, advice, information or service otherwise.

(iv) Further and without prejudice to the generality of the preceding sub-condition, the Company shall not in any event, whether under sub conditions (i) or (ii) or otherwise, be

under any liability whatsoever for any consequential loss or loss of market or fire or consequence of fire or delay or deviation however caused.

15. 'In no case whatsoever shall any liability of the Company howsoever arising and notwithstanding any lack of explanation exceed the value of the relevant goods or a sum at the rate of \$200 per tonne of 1000 kilos on the gross weight of [be goods whichever is the less']

16. In any event the Company shall be discharged from all liability:

(a) for loss from a package or an unpacked consignment or for damage or mis-delivery (however caused) unless notice be received in writing within seven days after the end of the transit where the transit ends in the New Zealand or within fourteen days after the end of the transit where the transit ends at any place outside the New Zealand

(b) for loss or non-delivery of the whole of a consignment or any separate package forming part of the consignment (however caused), unless notice be received in writing within twenty-eight days of the date when the goods should have been delivered.

17. (a) The Company shall not be, obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery, unless expressly instructed by the Customer in writing.

(b) Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen or others, goods will be forwarded, dealt with, etc, at Customer's risk or other minimum charges and no declaration of value (where optional) will be made, unless express instructions in writing to the contrary have previously been given by the Customer.

18. Perishable goods which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to the Customer and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of the goods shall be paid by the Customer.

19. The Company shall be entitled to sell or dispose of all non-perishable goods which in the opinion of the Company cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the Consignee or any other reason, upon giving 21 days notice in writing to the Customer. All charges and expenses arising in connection with the storage and sale or disposal of the goods shall be paid by the Customer.

20. Except under special arrangements previously made in writing the Company will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive goods of any goods likely to cause damage. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing, he shall be liable for all loss or damage whatsoever caused by or to or in connection with the goods however arising and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time. If such goods are accepted under arrangement previously made in writing, they may nevertheless be so destroyed or otherwise dealt with an account of risk to other goods, property, life or health. The expression "goods likely to cause damage" includes goods likely to harbour or encourage vermin or other pests.

21. Except under special arrangements previously made in writing the Company will not accept or deal with bullion, coins, precious stones, jewellery, valuables, antiques, pictures, livestock or plants. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such good, otherwise than under special arrangements previously made in writing the Company shall be under no liability whatsoever for or in connection with the goods however caused.

22. Without prejudice to Condition 2 the Company shall have the right to enforce any liability of the Customer under these Conditions or to recover any sums to be paid by the Customer under these Conditions not only against or from the Customer but also if it thinks fit against or from the sender and/or consignee and/or owner of the goods. All sums shall be paid to the Company in cash immediately when due without deduction and payment shall not be withheld or deferred on account of any claim, counterclaim or set-off.

23. All goods (and documents relating to goods) shall be subject to a particular and general lien and right of detention for monies due either in respect of such goods, or for any particular or general balance of other monies due from the Customer or the Sender, consignee or owner to the Company. If any monies due to the Company are not paid within one calendar month after notice has been given to the person from whom the monies are due that such goods are being detained, they may be sold by auction or otherwise at the sole discretion of the Company and at the expenses of such persons, and the net proceeds applied in or towards satisfaction of such indebtedness.

24. In addition to and without prejudice to the foregoing Conditions the Customer undertakes that he shall in any event indemnify the Company against all liabilities whatsoever suffered or incurred by the Company arising directly or indirectly from or in connection with the Customer's instructions or their implementation of the goods, and in particular the Customer shall indemnify the Company in respect of any liability whatsoever it may be under to any servant, agent or sub-contractor or any haulier, carrier, warehouseman, or other person whatsoever at any time involved with the goods arising out of any claim made directly or indirectly against any such party by the Customer or by any sender, consignee or owner of the goods or by any person interested in the goods or by any other person whatsoever,

25. Where the transaction is carried out by the Company as Principals, the provisions of all Conditions as aforesaid, including those relating to the incidence of liability and maximum limits of liability, shall apply unless cogent statutory provisions otherwise provide. This Clause applies to any claims against the Company, founded on whatsoever legal cause,

26. All agreements between the Company and its Customers are governed by New Zealand law and shall be within the exclusive jurisdiction of the New Zealand Courts.

