

ACCOUNT APPLICATION

DATE: _____

COMPANY NAME: _____

PHYSICAL ADDRESS: _____

POSTAL ADDRESS: _____

TELEPHONE: _____ MOBILE: _____ E-MAIL: _____

COMPANY NUMBER: _____ DATE REGISTERED: _____ GST NUMBER: _____

AMOUNT OF CREDIT REQUIRED: _____ NATURE OF BUSINESS: _____

NZ CUSTOMS CLIENT CODE NUMBER: _____ NZ CUSTOMS DEFERRED PAYMENT A/C: YES / NO

ACCOUNTS DEPARTMENT CONTACT DETAILS

NAME: _____ PHONE: _____ E-MAIL: _____

MEMBER OF TRADING GROUP (NAME): _____ SUBSIDIARY OF: _____

CREDIT REFERENCES (Cannot be banks, landlords, utility companies or shipping lines)	E-MAIL	PHONE
(1) _____	_____	_____
(2) _____	_____	_____
(3) _____	_____	_____

By signing the above application you are deemed to have read and accepted our Terms of Trade, available on request or at our website, www.gvi.co.nz, which include but are not limited to conditions that exclude or limit GVI Logistics Limited's liability; may require the Customer to indemnify GVI Logistics Limited in certain circumstances; and enable GVI Logistics Limited to retain a lien over goods that have not been paid for in full, take possession of them pending payment and enter any premises for that purpose. I/We confirm that we hold an appropriate level of insurance cover for any direct, indirect, or consequential loss or damage, or loss of profits; or damage, loss or non-delivery of our goods, at all times. **I/We understand that any disbursements (i.e. Customs Duty, G.S.T.) advance on our behalf are payable on receipt of invoice and payment of all other charges is as per your agreement with GVI Logistics Ltd.**

YOU GUARANTEE THE CUSTOMER'S OBLIGATIONS IF YOU SIGN ON BEHALF OF THE CUSTOMER: if you sign this agreement on behalf of the Customer, you confirm you have the authority to sign. You also agree that you will be personally liable to perform and comply with the buyer's obligations in this agreement if the Customer is in default.

SIGNATURE: _____ TITLE: _____
(Customer / Authorised Officer)

PRINTED NAME: _____

OFFICE USE ONLY

COMMENTS: _____ SALES REP: _____

CREDIT APPROVED: _____ ACCOUNT LIMIT: _____

SIGNATURE: _____ DATE: _____ A/C NO: _____

TERMS OF TRADE

These Terms of Trade set out how we do business.

The Terms of Trade contain clauses that exclude and/or limit the Company's liability and may require the Customer to indemnify the Company in certain circumstances.

All business carried out by the Company is subject to these Terms of Trade and the terms and conditions contained in any transport document issued by the Company or a Carrier for Services supplied to the Customer. These Terms of Trade will apply where there is any inconsistency between these Terms and the provisions of a Transport Document.

By using the Services the Customer accepts these Terms and Conditions.

1. Definitions

- 1.1 "Carrier" means the actual carrier engaged to carry the Goods and includes warehousemen.
- 1.2 "Company" means GVI Logistics, their servants, agents and subcontractors and includes any or all companies related to any subsidiary of the foregoing.
- 1.3 "Customer" means the person acquiring Services from the Company and includes the shipper, consignee, receiver, owner or bailor of the Goods.
- 1.4 "Goods" means the whole or any part of the chattels, articles and things tendered under this agreement by the Customer for carriage and includes the Container of the Goods.
- 1.5 "Container" means any container, trailer, transportable tank, flat, pallet or other packaging or article used to carry, consolidate, store or package the Goods.
- 1.6 "Dangerous Goods" means Goods which 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.
- 1.7 "Services" means all services supplied by the Company to the Customer (whether gratuitously or not) and includes but is not limited to any advice or information, carriage, storage, lifting, packing, warehousing, handling, installation, removal, assembly, erection or insurance of the Goods, and provision of these Services by a third party.
- 1.8 "Transport Document" means any house or Carrier air waybill, bill of lading, warehouse receipt, consignment note or other document issued by the Company or a third party providing Services in respect of the Goods.
- 1.9 "Person" includes corporation or firm.

2. Not a Common Carrier

The Company carries on business as a customs and forwarding agent and is not the Carrier unless the Goods are carried on an aircraft, ship or other conveyance owned or operated by the Company. The obligations of the Company are limited to arranging carriage of the Goods by a reputable Carrier. The Goods are carried at the Customer's risk and the Customer authorises the Company to act as its agent to enter into the terms and conditions in a Transport Document on behalf of the Customer. The Company is not a common carrier and will accept no liability as such. The Company may refuse to supply its Services without giving any reason. The Company will not provide services relating to bullion, coins, precious stones, jewellery, valuables, antiques, pictures, works of art, precious metals, livestock or plants except by prior written agreement.

3. Variation of Contract

The Company shall not be bound by any agreement purporting to vary these Terms of Trade unless the agreement is in writing and signed on behalf of the Company by one of its Directors.

4. Regulations Relating to Goods

The Customer shall comply with the requirements of any applicable law relating to the nature, condition and packaging of the Goods. The expenses and charges of the Company in complying with the provisions of any such law or any order or requirement thereunder or with the requirement of any harbour, dock, airport, railway, shipping, customs, warehouse or other authority or corporation shall be paid by the Customer and the Customer shall provide to the Company all such assistance, information and documents as may be necessary to enable the Company to comply with such laws, orders or requirements.

5. Dangerous Goods

- 5.1 The Customer shall not tender any Dangerous Goods for carriage or storage without presenting to the Company a full description of the Dangerous Goods, and giving notice of intention to ship or bail Dangerous Goods and comply with any applicable laws, regulations or requirements. If any Goods are in the opinion of the Company liable to become of a dangerous, flammable 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.

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

6. Methods and Route of Transportation

- 6.1 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.
- 6.2 The Company may at any time and without notice to the Customer.
 - 6.2.1 use any means of transport or storage whatsoever;
 - 6.2.2 transfer the Goods from one conveyance to another including transhipment;
 - 6.2.3 unpack and remove Goods which have been stowed into a container and forward the same in a container or otherwise;
 - 6.2.4 proceed by any route in its discretion;
 - 6.2.5 load or unload the Goods at any place and store the Goods at any such place; 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 or authority.

7. Delivery

- 7.1 If delivery of the Goods or parts thereof is not taken by the Customer at the time and place directed by the Company, the Company can, without notice, unstow the Goods if stowed in Containers or store the Goods at the sole risk of the Customer. Such storage shall constitute delivery and all liability of the Company in respect of the Goods will cease. The cost of such storage will be payable by the Customer.
- 7.2 If the Customer fails to take delivery of the Goods within 30 days of its becoming due under sub-clause (1) above or if in the opinion of the Company the Goods are likely to deteriorate, decay, become worthless or incur any charges in excess of their value or if the Goods are insufficiently addressed, marked or not identifiable, the Company may without prejudice to any rights which it may have against the Customer, without notice and without any responsibility, sell or dispose of the Goods and apply any proceeds in reduction of any sums owed to the Company by the Customer.

8. Declaration of value

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

9. Quotations, Freight and Charges

- 9.1 Quotations are issued subject to the Company's Terms of Trade.
- 9.2 Freight and storage charges are payable upon delivery of the Goods to the Company or a Carrier whether or not the Goods are lost or damaged, unless credit terms have been approved by the Company in writing. The Company may charge freight or storage by weight, measurement or value, and may at any time reassess the Goods and charge additional freight or storage charges accordingly.
- 9.3 Where a Customer gives special instructions that the Company's charges are to be paid by a third party, the Customer will be liable to pay those charges if the third party does not pay the Company within 7 days of delivery, tendered delivery or where the Goods should have been delivered.
- 9.4 The Customer shall pay the Company for Services in accordance with the Company's tariff and charges in force from time to time or as agreed in the Quotation. If any moneys due to the Company for Services are unpaid for 14 days from the due date for payment, as stipulated in the Account Application, the Company will be entitled to charge the Customer interest at the rate of 15% per annum calculated from the due date until the date the Company receives payment. Interest will compound monthly.
- 9.5 Charges for the Company's Services may at the absolute discretion of the Company be quoted and/or charged in the currency of origin or destination or another freight currency based on the higher of mass, volume or value.
- 9.6 Collect freight charges, inclusive of a collection fee, may be converted into the currency of destination at exchange rates set by the company at its absolute discretion.

10. Advances of Duties, Expenses and Customs Entry

The Customer authorises (and promises to repay) the Company in its absolute discretion, without obligation, to advance for the Customer any duties, taxes, charges or other disbursements for the Goods. If it is necessary to make customs entry of Goods at any place, the Goods shall be deemed to be consigned at that place to the Customer, the Carrier, or any person the Carrier designates as customs consignee.

11. Lien

- 11.1 All Goods and documents relating to Goods are subject to a particular and general lien for moneys due in respect of those Goods or any other moneys due from the Customer to the Company. If any moneys due to the Company

Signature: _____

are not paid within 30 days of notice being given to the person from whom moneys are due that the Goods have been detained, the Goods may be sold at the discretion of the Company and at the expense of the person from whom moneys are due. The proceeds will be applied on account of the general or particular lien.

- 11.2 Notwithstanding any transfer of physical possession, the Goods are not released until all moneys owing have been paid to the Company. In the event of any Goods for any reason being delivered to the Customer, the owner or a nominee without payment having been made in full, the Company retains a lien on those Goods and may retake possession of them pending payment. The Company or its authorised agents may enter any premises for that purpose.

12. **Insurance**

The Company will arrange insurance as a Service where it receives written instructions from the Customer to do so. The Company acts only as the agent of the Customer. The Company does not act as or offer advice as an insurance broker or intermediary. All insurance arranged by the Company is subject to the exceptions and conditions of the policy. The Company has no obligation to insure the Goods separately but may declare them on any open or general policy. The Company accepts no liability for loss resulting from any insurance arrangements. The Customer agrees to indemnify the Company for any loss or damage the Company suffers in relation to or arising out of the insurance of the Goods.

13. **Brokerages and Commission**

The Company may retain and be paid all brokerages, commissions, allowances and other remunerations normally retained by or paid to customs, shipping and forwarding agents, and insurance brokers, whether declared or otherwise. No such brokerage, commission, allowance or other remuneration shall be payable to the Customer.

14. **Claims Handling**

The Company is not required to advise or assist the Customer or any third party in making a claim against a Carrier. The Company accepts no liability for any loss or damage caused by a Carrier. The Company may agree in writing to provide advice or assistance at its discretion. and may make an additional charge for doing so.

15. **Warranties**

The Customer expressly warrants that it is the owner or the authorised agent of the owner of the Goods. The Customer expressly warrants that it enters into this contract on its own behalf and also as agent for the owner of the Goods. The Customer indemnifies the Company against any claims by any other Person for any loss or damage arising out of, or incidental to, or in connection with the Services and provided by the Company.

16. **Exclusion of Liability**

- 16.2 Where the Company is the Carrier of the Goods its liability is limited to the maximum extent provided by New Zealand law or any applicable international convention. The Company will in no circumstances, including where the circumstances are the result of negligence or wilful default, be liable for direct, indirect, or consequential loss or damage, or loss of profits. Without limiting the generality of the foregoing, this exclusion extends to any claim against the Company for loss or damage, or delay or payment of any charge, fine, penalty, sales tax or duty regardless of whether the claim be founded in contract, bailment or tort, including any claims based on negligence.

- 16.3 In all cases where liability has not been effectively excluded, whether by this agreement or by statute, convention or otherwise, the total liability of the Company for any loss or damage is limited to the lesser of:

- NZ\$100.00;
- the value of the Goods at the time the Goods were received by the Company.
- resupplying of the Services or payment of the cost of resupplying the Services.

17. **Indemnity**

- 17.1 The Customer indemnifies the Company from all claims, loss or damage, customs duty, excise duty, sales tax, costs, fines or penalties which the Company becomes liable to pay in respect of the Goods, regardless of how the liability arose and whether or not the liability is due to the negligence or wilful default of the Company.

- 17.2 The Customer warrants that all information provided by it to the Company in connection with the Goods is true, correct, and adequate. The Customer agrees to indemnify the Company against all loss, damage, fees and expenses arising or resulting from any incorrect, untrue, or inadequate information provided by the Customer.

18. **Consumer Guarantees**

If the Customer has acknowledged in writing that the supply of Services is for the Customer's business purposes (as that term is defined in the Consumer Guarantees Act 1993) or if the Customer has actually acquired the

Services for such purposes, then the provisions of the Consumer Guarantees Act shall not apply to the transaction. Otherwise nothing in these terms and conditions shall affect or diminish the rights of any Customer under the Consumer Guarantees Act. In the event of conflict between these terms and conditions and the Consumer Guarantees Act then the provisions of the Consumer Guarantees Act shall prevail and any such conflict shall be deemed not to be an attempt to contract out of the Consumer Guarantees Act.

19. **Sub-Contracting and Indemnity**

- 19.1 The Company shall be entitled to sub-contract on any terms the whole or part of the Services.

- 19.2 Any person providing the Services (other than the Company) shall have the benefit of these provisions as if they were expressly for his benefit and in entering into this agreement, the Company does so as agent and trustee for such person.

- 19.3 If the Company sub-contracts the whole or part of the Services to another Person, the Services provided by the Company are also subject to the terms and conditions of the contract between the Company and that other Person and the Company shall have the benefit of all provisions benefiting that other person as if those provisions were expressly for the benefit of the Company. In the event of and to the extent of any inconsistency between these terms and conditions and the terms and conditions of the contract between the Company and the other Person, these terms and conditions are paramount.

20. **Notice of Loss**

Any claim for loss or damage must be notified in writing to the Company within 7 days of delivery of the Goods or the date upon which the Goods should have been delivered. If the claim for loss or damage has not been notified to the Company by this time, the Company will be discharged of all liability for the loss or damage.

21. **Time Bar**

The Company shall be discharged from all liability unless suit is filed and served on the Company within 9 months (except as defined by statute or convention) after completion of the Services, delivery of the Goods or the date when the Goods should have been delivered, whichever is the earlier.

22. **Contrary Legislation**

These Terms and Conditions are to be read subject to relevant statutory provisions having effect in New Zealand which by law cannot be excluded, restricted or modified. Any term and condition of these Terms and Conditions which is inconsistent with or repugnant to that legislation shall be null and void to the extent (but no further) of such inconsistency or repugnance.

23. **Severability**

Each term of this document is severable from the other, and if for any reason a term is invalid or unenforceable it shall not prejudice or affect the validity or enforceability of any other term.

24. **Law and Jurisdiction**

These conditions shall be governed and construed in accordance with New Zealand law and any proceedings shall be brought in the courts of New Zealand.

25. **Arbitration**

The Customer shall refer all disputes to arbitration in New Zealand. The arbitration shall be conducted in accordance with the Arbitration Act 1996 or any re-enactment or amendment thereof.

Signature: _____