

TERMS & CONDITIONS OF CARRIAGE URGENT COURIERS LIMITED

All contracts of carriage undertaken by Urgent Couriers Limited (hereinafter called "the Company") including any incidental service thereof are undertaken upon and subject to the following terms and conditions:

1. **PARTIES** The contract of carriage is made between the Customer (which term includes any 'contracting party' in terms of the Carriage of Goods Act 1979) and the Company.
2. **EXCLUSIONS FROM CARRIAGE OF GOODS ACT 1979** Sections 10, 18, 19,20 and 21 of the Carriage of Goods Act 1979 (hereinafter called 'the Act') shall not apply to the contract of carriage.
3. **LIABILITY OF SERVANTS, AGENTS OR SUBCONTRACTORS** The rights and limitations on the liability of the Company to the Customer shall extend to the servants or agents of the Company, its subcontractors and the servants or agents of such subcontractors.
4. **OWNERSHIP OF GOODS** The Customer warrants to the Company that it is the owner or authorised agent of the owner of the goods and that it is authorised to accept and does accept these conditions.
5. **RIGHT OF REFUSAL TO CARRY** The Company reserves to itself at all times the right to refuse to carry any particular goods which refusal may be communicated by the Company to the Customer down to the time of the Company uplifting the goods.
6. **EXCLUSION OF CERTAIN ITEMS** The company will not accept or deal with bullion, cash, coins, negotiable instruments, precious stones, jewellery, antiques, paintings and any other valuables except where the Customer declares the goods
7. **INSURANCE** Insurance of the goods over and above the values detailed in point 9 below is the responsibility of the Customer.
8. **LIEN** In addition to the rights of lien contained in sections 23 and 24 of the Act the Company shall have a particular and general lien in respect of all goods coming into the possession of the Company and the right to retain the same in respect of all moneys due to the Company by the Customer whether in respect of such goods or otherwise. If any moneys due to the company are not paid within fourteen (14) days after notice has been given to the customer that the goods are being retained in respect thereof the goods may be sold at auction or otherwise at the whole discretion of the Company and the net proceeds of sale (after deduction of all expenses) applied in or towards satisfaction of the amount due to the Company. Any steps taken by the Company under this provision shall not prejudice the Company's right to recover any balance due or payable to the Company by the Customer.

9. LIMITATIONS UPON LIABILITY OF THE COMPANY

- (a) All contracts of carriage entered into by the Company are at limited carriers risk (as defined in the Act).
 - (b) LIMITS OF INDEMNITY
 - i) Limit any one unit \$1,500
 - ii) Limit any one conveyance \$100,000
 - iii) Limit any one accident \$100,000
 - (c) No court action or other form of litigation may be brought against the company for damage to, or partial loss of or total loss or destruction of the goods occurring while the company is responsible for them unless written notice, sent by registered letter to the General Manager of the Company, giving full particulars of the alleged damage, partial loss or destruction, is given within fifteen (15) days of the delivery of the goods or in the case of alleged loss of or destruction of the goods within thirty (30) days of the date of dispatch.
 - (d) No court action or other form of litigation may be brought against the company for the loss of, or alleged non-delivery of, or damage to or destruction of any goods after the expiration of a period of six (6) months from the date on which the carriage should have been completed in accordance with the contract.
 - (e) In no event shall the Company, as a result of any default under the contact of carriage with the customer, or as a result of any negligent act or an omission of the Company, its servants, agents or subcontractors, be liable for consequential damages such as but not limited to the following: - Loss of anticipated profits, loss of use of any profit-earning chattel or future reputation. Loss of credit, loss of publicity, or, expenses incurred by the customer or a third party as a result of the breach.
10. **MODE OF CARRIAGE** The Company shall, at its absolute discretion, be at liberty to decide the method and route by which goods shall be carried and by whom and if this Contract relates to the carriage of goods to or from a country outside New Zealand then the Customer accepts the further conditions contained in any Bill of Lading or other form of contract whether by sea, air, rail or road.
 11. **FORCE MAJEURE** The Contracting Carrier shall not be liable for delay or failure to perform its obligations if the delay or failure is beyond its control. Including but not limited to earthquakes, road accidents and airport closures due to weather
 12. **CONDITIONS HEREIN PARAMOUNT** The terms and conditions set out herein shall prevail over the terms and conditions set out in any document used by the customer, the owner, or any other person having an interest in the goods and purporting to have a contractual effect.