

GENERAL CONDITIONS AND CREDIT TERMS

These General Conditions and Credit Terms form part of and are to be read in conjunction with the DHL Global Forwarding (New Zealand) Limited (DHL Global Forwarding) Standard Trading Conditions which are set out on the reverse side of these General Conditions and Credit Terms, and can be found at www.dhl.com or are available separately upon request. The Standard Trading Conditions prevail in the event of any inconsistency with the terms set out below.

GENERAL CONDITIONS

All prices, rates and charges quoted are subject to change with or without notice.

Air freight charges will be calculated on weight or volume, whichever is the greater, using a volume/weight ratio of 6000cm³ = 1 kg /167 kg = 1 M3.

Ocean freight rates are per M3 / 1000 kg whichever is the greater or per 20'/40' Standard Purpose containers. Special equipment such as Open Top or Flat Rack Container may be subject to surcharge.

All packing material must be fumigated as required by any applicable quarantine authorities. No fumigation is included in any quotation provided and any charges incurred are payable by the Client.

Insurance, storage costs, disbursements applicable to "collect" import shipments, and demurrage are not included in any quotation unless specifically stated.

Quotations for Customs clearance do not include any non-routine activities such as inspections, verifications, quarantine and extensive tariff research.

Unless otherwise stated or specifically included in DHL Global Forwarding's quotation for carriage, rates quoted do not include surcharges applied by carriers and those will be payable by the Client in addition to the quoted rates.

Ocean freight charges quoted in United States Dollars may be converted to the currency of the country of origin at the shipping line exchange rate.

Unless stated otherwise, import charges are payable in the currency of New Zealand. Exchange hedge as quoted shall be added after conversion at the bank sell rate applicable at the date and time of conversion.

Quotations cover general cargo only. Quotations for perishable or valuable cargo, Dangerous Goods, and/or cargo not suitable for stowage in standard 20' or 40' containers (ocean freight) or standard lower deck containers (air freight) are available upon request.

Consignments requiring release by a bank shall not be released until written authorisation for release from the nominated bank is received.

DHL Global Forwarding is authorised to accept at the Clients or Customs Consignee's risk cheques in payment of 'Cash On Delivery' collections and accepts no responsibility or liability in respect of such acceptance.

The Client is responsible for compliance with all legal requirements concerning the timeliness, completeness and accuracy of shipment information. The Client understands and recognizes that the provision of late, incomplete or incorrect information may have serious effects, such as delays to flights, denied or delayed permission to land or unload flights and/or the imposition of heavy fines by governmental or regulatory authorities.

The Client agrees to indemnify DHL Global Forwarding for any and all fines, penalties, losses, costs and damages that DHL Global Forwarding may incur or suffer, and all fines, penalties, losses, costs and damages a third party may incur or suffer, which arise from or are caused by late, incomplete or inaccurate information provided by the Client.

Unless otherwise agreed by DHL Global Forwarding in writing, a DHL Global Forwarding Shipper's Letter of Instruction is required for all export consignments.

The information contained in any document, as and where provided by DHL is the subject of copyright and other intellectual property rights of DHL. In particular, the information, including any 'know-how' and proposed service and/or costing solutions set down by DHL is considered confidential in nature and must not be either disclosed or used by the designated recipient for any other purpose beyond the stated purpose of evaluation without the prior written consent of DHL.

CREDIT TERMS

Unless DHL Global Forwarding has agreed in writing to alternative credit arrangements, no credit will be given to the Client and all business will be transacted on a "cash in advance" basis with DHL Global Forwarding having no obligation to perform any service or release any goods until payment has been made in full. Any credit arrangements agreed to by DHL Global Forwarding shall not, unless otherwise stated in writing, extend to "collect" freight, Customs duty, goods and services tax or any other Government taxes or imposts. DHL Global Forwarding may however, at its sole discretion and as a Client service, disburse monies immediately to facilitate prompt clearance and delivery. The Client agrees that where this occurs it will reimburse DHL Global Forwarding within 72 hours of being notified of the payments made.

The cost of charter traffic must in all circumstances be paid by the Client in full on the date advised to the Client by DHL Global Forwarding which will in all cases be prior to the start of the flight.

Where credit is granted, payment in full will be required by the 20th day of the month following invoicing unless otherwise agreed. Any outstanding amounts that become overdue will be placed in the hands of a collection agent and credit will not be provided for any subsequent transactions. The Client agrees to indemnify DHL Global Forwarding against all costs, whether commissions, legal fees or otherwise, incurred by DHL Global Forwarding or DHL Global Forwarding's duly authorised agents relating to the recovery of any monies, goods or services that may be outstanding from time to time pursuant to these credit terms.

Any dishonoured cheque will attract a dishonoured cheque fee.

Payment shall be nett cash within seven (7) days from the date of invoice but the Company reserves the right, upon notification to the Client, to vary the terms of payment in any case at its discretion. If any payment is not made within seven (7) days of the due date, the Client shall be in default and, whether or not any demand has been made by or on behalf of the Company, the Client shall pay to the Company interest on the amount outstanding at a rate of 1.5% per month calculated at the daily rate from the due date of the payment until payment is made in full. The Company's right to receive interest is in addition to all other rights which it has in respect of the Client's default. The Company is entitled to charge a currency conversion premium when converting receivables into New Zealand currency.

CREDIT CHECKS

The Client consents, for the purposes of the Privacy Act 1993 and the Credit Reporting Privacy Code 2004, to DHL Global Forwarding giving to, and seeking from, any other person, including any credit reporter as defined in the Credit Reporting Privacy Code 2004, personal information about the Client for the purpose of enabling DHL Global Forwarding and any credit reporter to assess, on an ongoing basis, the Client's financial standing and/or creditworthiness; and also to assist in the collection of overdue payments.

RIGHT OF LIEN

Any Goods which are or which come into the possession of DHL Global Forwarding or its servants or agents or any carrier as defined in the Shippers Letter of Instruction are subject to a general and particular lien for all charges due or which may become due to DHL Global Forwarding or any carrier on any account and whether or not the charges due are in respect of the goods being held. If the lien is not satisfied within 90 days of such payment being due, then DHL Global Forwarding or any carrier, having given notice of the lien to the Shipper, may at their option either:

- (a) remove such Goods or any part thereof and store them in such place and manner as they shall think proper and at the risk and expense of the Client, Shipper or other party with an interest in the Goods; or
- (b) open the package and sell Goods or part thereof upon such terms as they shall think fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any damage or loss thereby caused.