



TERMS OF TRADE

These Terms apply to all services provided by Icon Logistics Ltd ("**us, we**") to you, our customer, ("**you**") from time to time. By engaging us to provide services, you agree to these Terms to the exclusion of any other terms. If there is any conflict between these Terms and any terms agreed between us in writing ("**Agreed Terms**"), the Agreed Terms will apply.

1. Services

- 1.1 When we provide services to you we will carry out those services:
 - a. efficiently with due care, diligence and skill and in accordance with good industry practice; and
 - b. in compliance with all applicable laws.
- 1.2 When we provide freight services to you
 - a. we will use our best endeavours to dispatch goods on time in accordance with your reasonable instructions, but in no circumstances will we be responsible for delays;
 - b. where items you require us to store or transport for you ("**Goods**") have been transported from port in shipping containers, we will use our best endeavours to collect and return those containers within the relevant shipping lines free period. If we become aware that this cannot be achieved within our normal operating hours we will provide you with an estimate of the additional charges that would be incurred to collect and return the container(s) to the port within that period.
- 1.3 When we providing warehousing services for you:
 - a. you may access and inspect any Goods we store on your behalf on giving us reasonable notice; and
 - b. all Goods are stored at your sole risk. You are responsible for arranging any insurance you may require.

2. Customer obligations

- 2.1 You must ensure that that:
 - a. all Goods comply with all applicable laws and regulations;
 - b. all Goods are odour-free, fit to be transported and/or stored in the condition and manner in which they have been provided to us (whether by you or a third party); and
 - c. if already palletised, Goods are properly packed and labelled.
- 2.2 You must provide us with all assistance, information and documents we reasonably require to enable us to comply with all applicable laws and regulations (including local authority requirements).
- 2.3 You warrant that all information provided to us in connection with the Goods is true and correct.
- 2.4 If we notify you that Goods do not comply with the requirements set out in these Terms you must rectify the issue(s) within a reasonable time.
- 2.5 You must provide us with directions for the proper care of any Goods with special requirements (including temperature controlled or perishable goods) in writing prior to us taking control of the Goods.
- 2.6 We will not accept Goods that are dangerous, flammable or of a damaging nature unless we have agreed to do so in advance in writing. If we have not agreed, we may destroy, dispose of, abandon or rendered harmless any such good without compensation to you and without prejudice to our right to payment.

3. Pricing and Payment

- 3.1 Unless otherwise agreed in writing, payment is due in full on the 20th of the month following the date of our invoice.
- 3.2 If you do not pay an amount in full by its due date we may charge you default interest on the unpaid amount at the rate of 2.5% per month. We may take action to recover outstanding amounts and may charge you for the cost of recovery (including solicitor client costs).
- 3.3 Unless otherwise specified, payment must be made in full, without set off or deduction of any kind. We may apportion payments to such of your accounts as we think fit. We may set off any amount you owe us under these Terms against any amount we owe you.
- 3.4 All prices are exclusive of GST.
- 3.5 We may amend our pricing from time to time.

4. Liability

- 4.1 We will provide you with details of any damage, loss or deterioration to Goods while in our control as soon as we become aware of such damage, loss or deterioration and, if required by you, promptly return the affected Goods to you (at your cost).
- 4.2 All goods are carried "at limited carrier's risk" under the Carriage of Goods Act 1979, unless we agree with you in writing that the goods are to be carried "at owner's risk".
- 4.3 Subject to clause 4.2, to the extent permitted by law, the maximum aggregate amount of our liability to you in relation to services whether in contract, tort (including negligence), equity or otherwise, is limited to the amount paid by you for the services concerned.

- 4.4 In no circumstances will:
 - a. we be liable for any loss of profit, loss of business, indirect, special or consequential loss suffered or incurred by you; or
 - b. any of our directors, officers or employees have any liability to you in connection with the services.
- 4.5 To the maximum extent permitted by law, we exclude all express and implied warranties and representations in respect of the services, and you acknowledge you are acquiring the services for the purposes of a business and the Consumer Guarantees Act 1993 does not apply.

5. Termination

- 5.1 You may terminate the services at any time by giving us notice in writing. If you terminate the services we may invoice you for all work carried out up until the date we receive written notice of termination from you.
- 5.2 We may terminate the services by giving you notice in writing if:
 - a. you do not comply with any request for access to information within a reasonable timeframe or otherwise breach these Terms or any Agreed Terms;
 - b. you commit an act of bankruptcy, have liquidator, receiver, manager or statutory manager appointed, make any assignment or composition with your creditors, cannot pay your debts when they fall due or are deemed not be able to pay them under section 287 of the Companies Act 1993;
 - c. there is a significant change in your effective ownership or control that we have not consented to;
 - d. you do or omit to do anything which we reasonably consider may affect our reputation;
 - e. we no longer have the services of personnel key to the provision of the services and we consider this is likely to adversely affect the services; or
 - f. there is any significant change in circumstances affecting your reputation, our reputation or our ability to provide the services.
- 5.3 Any termination of the services will be without prejudice to any of our rights arising prior to the termination and will not affect the enforceability of these Terms.

6. Force Majeure

- 6.1 We will not be liable for any delay or failure in carrying out the services that results from any event beyond our reasonable control (including but not limited to an act of nature, fire, court order, environmental occurrence, industrial dispute or change in legislation) ("**Force Majeure Event**") for so long as the Force Majeure Event exists.
- 6.2 We may terminate the services in respect of which the Force Majeure Event exists immediately by giving you written notice if the delay arising as a result of the Force Majeure Event continues for more than 5 days.

7. General

- 7.1 We may change these Terms from time to time at our discretion.
- 7.2 You must not directly or indirectly transfer or assign your rights, interests or obligations under these Terms without our prior written consent (which will not be unreasonably withheld). Any change in your effective control will be deemed to be an assignment for the purposes of this clause.
- 7.3 These Terms and any Agreed Terms constitute the entire agreement between us. Together, these documents replace all prior oral or written representations, agreements and understandings between us.
- 7.4 No failure or delay by us in insisting on the strict performance of these Terms or in exercising any right under these Terms will operate as a waiver. A waiver will not be effective unless it is in writing. A waiver of any breach will not be a waiver of any other breach.
- 7.5 Each clause of these Terms is separately binding. If any clause is void, unenforceable or otherwise ineffective by operation of New Zealand law, the remaining clauses shall continue to be valid and enforceable.