

JKF INTERNATIONAL LIMITED - TERMS & CONDITIONS OF TRADE

1. **ACCEPTANCE**
- 1.1 Acceptance of these terms and conditions contained herein, will be deemed accepted, once the Client places an order for the supply of the Forwarder's Services, thereby the Client will immediately bound, jointly and severally, by these terms and conditions.
- 1.2 These Terms and conditions are to be read in conjunction with the Forwarder's quotation, consignment note, agreement, airway bills, manifests, or any other forms as provided by the Forwarder to the Client. If there are any inconsistencies between these documents, then the terms and conditions contained in this document shall prevail.
- 1.3 No amendment of this Contract will be of any force or effect, unless in writing signed by an authorised representative of each party.
- 1.4 Upon signing this Contract, both parties warrant that they have the power to enter this Contract and have obtained all necessary authorisations to allow them to do so. The Client warrants that they are not insolvent and accepts that this Contract creates a binding and valid legal obligation on them, to meet all their debts and when they fall due.
- 1.5 It is further agreed by the Client that:
 - (a) The Forwarder may elect to subcontract out of any part of the Services. The Forwarder shall not be relieved from any liability or obligation under this Contract by so doing; and
 - (b) Any instruction to any sub-contractors of the Forwarder, must be initiated by the Forwarder only. The Client does not have any right to redirect the performance of the Services or make any changes with a sub-contractor, without firstly obtaining written authority from the Forwarder; and
 - (c) Any change to the Client's business structure or ownership must be notified in writing to the Forwarder within 14 Business Days of any proposed change, which includes the likes of changes in the Client's address details, phone, change of trustees (if applicable) etc. If an ownership change does occur, the new owners will need to complete a fresh credit application, if a credit account is still to be operational. The Client shall be liable for any loss incurred by the Forwarder, because of the Client's failure to comply with this clause; and
 - (d) Unless otherwise agreed in advance in writing with the Forwarder, the Client or his/her authorised agent shall not tender for carriage or for storage any:
 - (i) Explosive, inflammable or otherwise **Dangerous Goods**; or
 - (ii) Bullion, coins, precious stones, jewellery, valuables, antiques pictures, livestock, or plants; and
 - (iii) The Client shall be liable for and hereby indemnifies the Forwarder for all loss or damage whatsoever caused by any Goods described in clauses 1.5(d)(i) and 1.5(d)(ii)
 - (e) All Goods are carried, transported, or stored and any other services performed by the Forwarder are subject only to these terms and conditions, where the relationship between the Client and the Forwarder, is one of, the Forwarder acting as an agent only and never as a principal; and
 - (f) At the Forwarder's discretion, the Forwarder reserves the right to refuse the carriage or transport of any cargo for any person, corporation or body, and the carriage or transport of any class of Goods
- 1.6 Where the Forwarder has been provided with an email address from the Client for e-communications, both parties agree to fully comply with all current requirements by law pertaining to electronic messaging.
2. **PAYMENT TERMS**
- 2.1 At the Forwarder's sole discretion, the Charges shall be:
 - (a) As indicated on any invoice/s furnished by the Forwarder to the Client;
 - (b) As per the Forwarder's schedule of Charge Rates (Charges considered earned in the case of Goods for carriage as soon as the Goods are loaded and despatched from the Client's premises) subject to:
 - (i) All rates excluding any fumigation storage, demurrage, MPI (Quarantine) fees, duties, GST Taxes, customs inspection fees, and the NZD \$51.72 Customs Transaction fee applicable on all imports (all if applicable); and
 - (ii) Airfreight Volume Conversion is 1m3=167kgs, unless the actual weight per m3 is more than 167kgs; and
 - (iii) If the Consignee does not hold a deferred account with NZ Customs a 1% disbursement fee will apply of the disbursed amount, with a minimum of NZD \$35.00.
 - (c) The Forwarder's quoted Charges (subject to clause 3) which will be valid for the period stated in the quotation, as otherwise for a period of 30 calendar days.
- 2.2 The Charges will be payable by the Client on the date determined by the Forwarder, which may be:
 - (a) Prior to the carriage of the Goods; or
 - (b) The date specified on any invoice/s, consignment note, airway bills, manifests or any other form as being the date for payment; or
 - (c) **Credit Account Approved Customers**, 20th of the month following the invoice date; or
 - (d) Failing any notice to the contrary, the due date will be 7 Business Days following the date of any invoice/s furnished by the Forwarder to the Client.
- 2.3 Payment is accepted by either direct credit, or by any other method as agreed to between the Client and the Forwarder.
- 2.4 When the Forwarder is instructed to collect freight, duties, charges, or other expenses from any third-party, the Client:
 - (a) Shall remain responsible for these amounts; and
 - (b) Shall pay these amounts to the Forwarder on demand where these amounts have become due and have not been paid by the third-party. The Forwarder shall be under no obligation to incur or pay any expenses unless the Client has provided the Forwarder with sufficient funds to meet the same.
- 2.5 The Client shall not be entitled to set off against, or deduct from the Charges, any sums owed or claimed to be owed to the Client by the Forwarder nor to withhold payment of any invoice because part of that invoice is in dispute. Where the Client believes that there has been a mistake made, the Forwarder requests that the Client contacts the Forwarder within 5 Business Days of receipt of the invoice/statement, so that the Forwarder may investigate any alleged error. If a mistake has occurred, the Client's subsequent invoice/statement will be adjusted.
- 2.6 Receipt of payment by the Forwarder of any form other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared, or recognized, until then the Forwarder's right in respect of the supply of the Forwarder's Services and the obligations (including payment) due by the Client to the Forwarder under this Contract shall continue.
- 2.7 All Charges stated will be **exclusive** of GST, GST and any other taxes and duties that may be applicable shall be added to the Charges except when they are expressly included in the Charges.
3. **VARIATION**
- 3.1 The Forwarder reserves the right to amend the Charges (upon written notice to the Client):
 - (a) If a variation to the Services, specifications of any Goods presented for cartage as the Forwarder charges freight by weight, measurement, or value, and may at any time re-weigh, or re-value or re-measure or require the Goods to be re-weighed, or re-valued or re-measured and charge proportional additional freight Charges accordingly; or
 - (b) Any increase in the cost to the Forwarder beyond the reasonable control of the Forwarder (including, without limitation, foreign exchange fluctuations, or increases in taxes or customs duties or insurance premiums or warehousing costs); or
 - (c) Delays more than thirty (30) minutes in loading or unloading occurring other than from the default of the Forwarder once the Forwarder has reported for loading or unloading. Labour to load or unload the vehicle shall be the responsibility and expense of the Client or Consignee.
4. **BROKERAGE AND OTHER REMUNERATION**
- 4.1 The Client acknowledges that the Forwarder has a financial interest in all contracts entered into by the Forwarder as its agent in terms of these conditions and agrees that the Forwarder may receive and retain all brokerage, commissions, discounts, allowances and other remuneration paid by the other party to the Contract and customarily received or retained by forwarding agents in addition to the Charges and expenses referred to in clause 2 and is not required to be disclosed to the Client the existence, nature or amount thereof.
- 4.2 Furthermore, the Client accepts and agrees that where any amount charged by the Forwarder is described as a disbursement (or equally expressed), such amount will include the Forwarder's handling and administration fee in respect of the same, and the existence or amount of the fee is not required to be disclosed separately.
5. **PROVISION OF THE SERVICES**
- 5.1 **Delivery:**
 - (a) The Forwarder is authorised to deliver the Goods at the address given to the Forwarder by the Client for that purpose and it is expressly agreed that the Forwarder or the Forwarder's Sub-contractors shall be taken to have delivered the Goods, in accordance with this Contract, if at that address the Forwarder or the Forwarder's Sub-contractors obtains from any person a receipt or a signed delivery docket for the Goods;
 - (b) The Forwarder or the Forwarder's Sub-contractors may deliver the Goods by separate instalments (in accordance with the agreed delivery schedule). Each separate instalment shall be invoiced and paid for in accordance with the provisions in this Contract;
 - (c) Delivery of the Goods to a third party nominated by the Client is deemed to be delivery for the purposes of this Contract.
- 5.2 **Method Of Transport:**
 - (a) If the Client instructs the Forwarder to use a particular method of carriage whether by road, rail, sea, or air the Forwarder will give priority to the method designated; or
 - (b) If that method cannot conveniently be adopted by the Forwarder, the Client shall be deemed to authorise the Forwarder to carry or have the Goods carried by another method or methods.
- 5.3 **Route Deviation:**
 - (a) The Client shall be deemed to authorise any deviation from the usual route; or
 - (b) Manner of carriage of Goods that may in the absolute discretion of the Forwarder be deemed reasonable or necessary in the circumstances.
- 5.4 Delivery dates for the cartage of the Goods will only always be an estimate, the Forwarder cannot guarantee timeframes, as delays may occur beyond the Forwarder's control i.e., demurrage, Force Majeure etc. The Forwarder will not be liable for any loss or damage incurred by the Client because of a delivery being late, however, the Forwarder will at every opportunity liaise with the Client to ensure Delivery does take place, as soon as reasonably possible. The failure of the Forwarder to deliver shall not entitle either party to treat this Contract as repudiated.
6. **LOSS OR DAMAGE TO THE GOODS**
- 6.1 Subject to Contract and Commercial Law Act 2017 and any statutory provisions imposing liability in respect of the loss of or damage to the Goods (including but not limited to chilled, frozen, refrigerated, or perishable Goods):
 - (a) The Forwarder shall not be under any liability for any damage to, loss, deterioration, mis-delivery, delay in delivery or non-delivery of the Goods (whether the Goods are or have been in the possession of the Forwarder or not) nor for any instructions, advice, information or service given or provided to any person, whether in respect of the Goods or any other thing or matter, nor for any consequential or indirect loss, loss of market or consequences of delay; and
 - (b) The Client will indemnify the Forwarder against all claims of any kind whatsoever, howsoever caused or arising brought by any person in connection with any matter or thing done, said, or omitted by the Forwarder in connection with the Goods.
7. **INSURANCE**
- 7.1 The Client acknowledges that the Goods are carried and stored at the Client's sole risk and responsibility to ensure that the Goods are insured adequately, or at all, and are not at the risk of the Forwarder, nonetheless:
 - (a) Although, the Forwarder is under no obligation to arrange insurance of the Goods, if there is an expressed written agreement between the Forwarder and the Client's, the Forwarder will arrange such insurance on the Client's behalf; and
 - (b) Any insurance policy held by the Forwarder on the Client behalf, will be underwritten by reputable insurance company on the terms of the marine open cargo policy. The full policy wording is available on request; and
 - (c) The Forwarder makes no representations and gives no advice regarding any aspect of the policy, including as the suitability or appropriateness of the policy for the Client's requirements, the policy's terms, conditions, and exclusions, or as to the competitiveness of the premium. The Client warrants that it relies solely on its own skill and judgment in accepting the policy on the terms offered; and
 - (d) If a claim is lodged, the Client shall have recourse solely against the insurer and the Forwarder shall not be under any responsibility or residual liability to the Client or Consignee for the loss of, or damage to any of the Goods or the failure of the policy to meet a claim in respect of the same.
8. **CLAIMS**
- 8.1 Subject to clauses 6 & 7 the Client must inspect their Goods on delivery and must immediately notify the Forwarder of any alleged damage to their Goods. The Client must then, within 7 Business Days of the date of delivery of the Goods or collection of the Goods (as the case may be), lodge a written notice of claim for consideration and determination by the Forwarder. For loss or destruction of the Goods, the Forwarder must be notified in writing within 14 Business Days after date of dispatch.
- 8.2 The failure to notify a claim within the time limit specified in this clause is evidence of satisfactory performance by the Forwarder by its obligations.
- 8.3 Any claims which could be made against the Forwarder because of said claim being the subject of a general average or salvage nature, the Client agrees to forthwith provide such security as may be required by the Forwarder and in a form acceptable to the Forwarder accordingly.
- 8.4 Furthermore, any damaged Goods are not to be destroyed or disposed of, by the Client, without written consent of the Forwarder.
9. **CLIENT'S RESPONSIBILITY**
- 9.1 **Owner of the Goods:**
 - (a) The Client expressly warrants to the Forwarder that the Client is either the owner or the authorised agent of the owner of any Goods or property that is the subject matter of this Contract of cartage and/or storage; and
 - (b) By entering this Contract, the Client accepts these conditions of cartage for the Consignee as well as for all other persons on whose behalf the Client is acting; and
 - (c) The Client or Client's authorised agent agrees to comply with all applicable laws and government regulations of any country to, from, through or over which the Goods may be carried.
- 9.2 It is the Client's sole responsibility to:
 - (a) Address adequately each consignment relating to the nature, packaging, labelling or carriage of Goods, including but not limited to those relating to VGM and to provide written delivery instructions to enable effective delivery; and
 - (b) Bear and pay all duties, taxes, fines, imposts, expenses, or losses (including freight for any additional carriage) incurred or suffered by reason of any failure to so comply, or by reason of any illegal, incorrect or insufficient weighing, marking, number or addressing of the goods or containers or any breach of the laws of any country through or to which the Goods may travel and agrees to indemnify the Forwarder in relation to the same.
- 9.3 **Client Packed Containers:**
 - (a) The Client agrees not to seal any container prior to the commencement of the carriage, except where the Forwarder has agreed to seal the container; and
 - (b) If a container has not been stowed by, or on behalf of, the Forwarder, the Forwarder shall not be liable for loss of or damage to the Goods caused by:
 - (i) The way the container has been stowed; or
 - (ii) The unsuitability of the Goods for carriage or storage in containers; or
 - (iii) The unsuitability or defective condition of the container.
- 9.4 **Nomination Of Sub-Contractor:**
 - (a) The Client hereby authorises the Forwarder (if it should think fit to do so) to arrange with a Sub-Contractor for the carriage of any Goods by any route, means and carrier, for the storage, packing, trans-shipment, unloading or handling of the Goods by any person at any place and for any length of time, and for such other matters as in the opinion of the Forwarder may be necessary or desirable to the performance of the Services; and
 - (b) The Client shall be bound by the terms of any consignment note, airway bill or other contractual document which the Forwarder may receive for the Goods, or for any package, unit, or container in which the Goods may be packed, whether by the Client, the Forwarder, or any other person; and
 - (c) Any such arrangement shall be deemed to be ratified by the Client upon delivery of the said Goods to such Sub-Contractor, who shall thereupon be entitled to the full benefit of these terms and conditions to the same extent as the Forwarder; and
 - (d) In so far, as it may be necessary to ensure that such Sub-Contractor shall be so entitled, the Forwarder shall be deemed to enter this Contract for its own benefit and as agent for the Sub-Contractor.
10. **THE FORWARDER'S SERVANTS OR AGENTS**
- 10.1 The Client undertakes that no claim or allegation shall be made against any servant or agent of the Forwarder which attempts to impose upon any of them any liability whatsoever in connection with the Goods and, if any such claim or allegation should nevertheless be made, the Client agrees to indemnify the Forwarder and any such servant or agent against all consequences thereof.
11. **DEFAULT**
- 11.1 Any overdue invoices in default of the Forwarder's payment terms as per clause 2.2 will be subject to default interest and shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two percent (2%) per calendar month (and at the Forwarder's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 11.2 The Forwarder shall be entitled to suspend or cancel all or any part of this Contract and/or any other contract or contracts with the Client, in addition to its other remedies, upon the happening of any of the following events of default:
 - (a) If any amounts payable by the Client to the Forwarder are overdue; or
 - (b) If the Client breaches, or fails to comply or repudiates, any obligation under this Contract or any other subsequent contract with the Forwarder; or
 - (c) The Client intimating that they will not pay any sum by the due date; or
 - (d) The Client dies, becomes insolvent or subject to bankruptcy laws, calls a meeting of creditors, or if a company – enters into an arrangement with creditors or makes an assignment/compromise for the benefit of its creditors, or receivers, managers, liquidations (provisional or otherwise), administrators or any similar party is appointed in respect of the Client (or any asset of the Client), has any winding up petition presented against, or ceases to carry on business; or
 - (e) If the Client ceases or threatens to cease carrying on business; or
 - (f) If the ownership or effective control of the Client is transferred, or the nature of the Client's business is materially altered.
- 11.3 Upon cancellation of this Contract all sums owing by the Client to the Forwarder shall become immediately due and payable.
- 11.4 If the Client owes the Forwarder any money the Client shall indemnify the Forwarder from and against all costs and disbursements incurred by the Forwarder in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Forwarder's collection agency fees, and bank dishonour fees).
12. **PERSONAL PROPERTY SECURITIES ACT 1999 ("PPSA")**
- 12.1 The Client will provide such information and do such acts and execute such further documents as in the opinion of the Forwarder may be necessary or

NOTE: a larger print version of the terms and conditions is available upon request from the Forwarder.

Page - 1 - of 2

JKF INTERNATIONAL LIMITED - TERMS & CONDITIONS OF TRADE

- desirable to enable the Forwarder to perfect under the PPSA the security interest created by these Terms and conditions.
- 12.2 The Forwarder may do all things which it thinks desirable to remedy any default (overdue monies) owed by the Client, or the Consignee, Consignor, or owner where in respect of such Goods or otherwise protect the Goods held or stored for the security interest created by these terms and conditions.
- 12.3 The Client irrevocably appoints the Forwarder to be the Client's attorney to do anything which the Forwarder agrees to do under these terms and conditions and anything which the attorney thinks desirable to protect the Forwarder's interests under these terms and conditions and the Client ratifies anything done by an attorney under this clause. The Client agrees sections 114(1)(a), 133 and 134 of the PPSA shall not apply to these terms or the security under these terms and conditions.
- 12.4 The Client waives the Client's right to receive a copy of the verification statement confirming registration of a financing statement or a financing change statement relating to the security interest created by these terms and conditions.
- 12.5 The Client agrees that none of the Client's rights as debtor under sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA shall apply to these terms and conditions.
- 12.6 The Client also agrees, where the Client has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply.
- 12.7 The Client must not change the Client's name without first notifying the Forwarder of the new name not less than 7 Business Days before the change takes effect.
- 12.8 The Client must not allow or permit the creation of a lien over any of the Goods.
- 13. SECURITY AND CHARGE**
- 13.1 The Client acknowledges and accepts that by accepting these terms and conditions, it charges all its rights, title, and interest (whether joint or several) in any land, realty, or other assets capable of being charged (including, but not limited to, the payment of any money), owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions. The Client acknowledges and agrees that the Forwarder (or the Forwarder's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
- 13.2 The Client irrevocably appoints the Forwarder and each director of the Forwarder as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client's behalf.
- 14. PRIVACY POLICY**
- 14.1 The Client authorises the Forwarder to collect, retain and use Personal Information about the Client for the following purposes:
- Assessing the Client's creditworthiness;
 - Administering the Client instructions;
 - Receiving information from one or more credit reference agencies, concerning the credit history of the Client;
 - Disclosing credit-related information to, and using the credit services of, one or more credit reference agencies, on a continuing basis at any time and entirely at its discretion concerning the Client's credit worthiness.
- 14.2 For the avoidance of doubt, all authorities given above are continuing authorities, to apply throughout the duration of the term of the Forwarder and Client's trading relationship.
- 14.3 The Client, if an individual, has a right of access to Personal Information about the Client held by the Forwarder and may request correction of the information.
- 14.4 For the purposes of this clause 14, Personal Information has the meaning given to it in the Privacy Act 2020.
- 15. CONFIDENTIALITY AND CONFLICT OF INTEREST**
- 15.1 The Client assumes liability for all loss or damage suffered by the Forwarder because of breach of confidentiality undertaken by itself, or its employees or agents.
- 15.2 Neither party will use the other party's confidential/personal information without prior written consent (including manuals and other materials and aids), except strictly for the purposes contemplated by this Contract, and a party may only disclose the other party's confidential/personal information:
- If required by law;
 - To exercise their rights under this Contract
 - If necessary to perform their obligations under this Contract;
 - If the other party has provided their written consent to the disclosure;
 - If the confidential/personal information is already in the public domain (otherwise than because of disclosure in breach of this Contract).
 - The Forwarder is obliged to remain vigilant to, and to advise the Client of, any conflict of interest that may potentially impact or harm the Client. To avoid conflict of interest and commercial sensitivities, it is agreed by the Forwarder that all information regarding the Client (and their business, commercial agenda and employees and shall always remain confidential shall only be disclosed in the event of legal order or obligation.
- 15.3 The obligations of confidentiality shall survive the finalisation or discontinuance of any agreement between the Client and the Forwarder.
- 15.4 The Client agrees to indemnify the Forwarder on a continuing, full indemnity basis from and against any liability, loss, expense, and demand for or arising from any false, misleading, non-descriptive representation or statement made by the Client in respect of the Goods to any third party (including but not limited to, the NZ where Goods are subject to customs inspection). The indemnity survives termination of this Contract.
- 16. CANCELLATION**
- 16.1 **By the Forwarder:**
- May occur at any time before the Services are carried out by giving 7 Business Days written notice; and
 - The Forwarder will repay to the Client any money paid by the Client for the Services, less any amounts owing to the Forwarder incurred on the Client's behalf; and
 - The Forwarder shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 16.2 **By the Client:**
- Prior to pick-up or Delivery of the Goods, by giving no less than 7 Business Days written notice; and
 - Any costs incurred by the Forwarder, up to the time of cancellation on the Client's behalf, remain the responsibility and obligation of the Client to indemnify the Forwarder (including, but not limited to, loss of profit) within 7 Business Days of the date of invoice issued by the Forwarder.
- 17. GENERAL LIEN**
- 17.1 All Goods shall immediately, once the Goods are in the Forwarder's possession, will be subject to a particular and general lien and the Forwarder may hold such Goods and documents relating to the Goods until the Client has fully paid all amounts the Client owes the Forwarder under these terms:
- If payment is not received within 14 Business Days of the due date for payment, without prejudice to any other remedies available to the Forwarder, the Forwarder may, at the Forwarder's discretion:
 - Remove any Goods and store them in such a place and in such manner as the Forwarder thinks fit at the Client's expenses, or
 - Sell the Goods (by public auction or private treaty after giving notice to the Client) or part thereof, at the Client's expense, and on such terms, as the Forwarder thinks fit, and apply the proceeds towards payment of the outstanding amount (including any costs associated with the sale) or where payment in full is cleared, the Forwarder shall disburse any surplus from the proceeds to the entitled person; and
 - If the Forwarder deems the Goods to be unsealable or dangerous, dispose of the Goods as the Forwarder thinks fit, and in all cases without any liability to the Client.
- 18. OTHER LEGISLATION**
- 18.1 Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the Contract and Commercial Law Act 2017, Consumer Guarantees Act 1993 or the Fair Trading Act 1986 except to the extent permitted by those Acts where applicable.
- 18.2 Liability of the Forwarder arising out of any one incident whether there has been any declaration of value of the Goods, for breach of warranty implied into these terms and conditions by the Contract and Commercial Law Act 2017 or howsoever arising, is limited to the maximum extent permitted by law, to the lesser of:
- The cost of re-supplying the handling of the Goods; or
 - Where the Client is a consumer as defined in the Consumer Guarantees Act 1993 then the Client shall also be entitled to the replacement value of the Goods; or
 - Section 259, where the Commercial Law Act 2017 applies.
- 19. FORCE MAJEURE**
- 19.1 Neither party shall be liable if a Force Majeure event occurs:
- The obligations of a party under this Contract will be suspended to the extent that it is wholly or partially precluded from complying with its obligations under this Contract by Force Majeure; and
 - A party affected by Force Majeure must notify the other party as soon as practicable of the Force Majeure and the extent to which that party is unable to comply with its obligations; and
 - If a failure or delay in performance exceeds 60 calendar days, either party may immediately terminate this Contract by written notice to the other party.
- 19.2 Notwithstanding clause 19.1, this clause will not apply to a failure by the Client to make a payment to the Forwarder.
- 20. MISCELLANEOUS**
- 20.1 If any provision of this Contract is or becomes invalid or unenforceable, that provision will be deemed deleted from this Contract. This invalidity or unenforceable, that provision will not affect the other provisions of this Contract, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.
- 20.2 **Notices for Service:** must be in writing and addressed to the Forwarder, signed by the Client or the Client's authorised representative, and sent to the Forwarder's address (or such other address as the Forwarder may specify in writing) stated herein as JKF International Limited, Ranger House, 190 Jack Lachlan Drive, Beachlands, Auckland 2018.
- 20.3 **Disputes:** any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising hereunder, shall be submitted to, and settled by mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's fees.
- 20.4 This Contract is governed by the laws of New Zealand. The parties agree to the non-exclusive jurisdiction of the Auckland Courts of New Zealand.
- 20.5 The Forwarder shall be under no liability whatsoever to the Client for any expenses, claims, costs (including but not limited to, legal fees and commissions), damages suffered or incurred by the Forwarder or indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Forwarder of these terms and conditions, caused by any failure by the Client to comply with their obligations under this Contract, or that arise from any claim relating to the Services by any person that the Client authorises to use the Services, (alternatively the Forwarder's liability shall be limited to damages which under no circumstances shall exceed the Charges for Services supplied under this Contract).
- 20.6 Where the Client has acquired the Services for the purposes of a business or held itself out as acquiring the Services for the purposes of a business, the Consumer Guarantees Act 1993 does not apply to the supply of Services and the Forwarder's liability under the Act is excluded.
- 20.7 The Client cannot licence or assign this Contract without the written permission of the Forwarder.
- 20.8 The Forwarder may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent.
- 20.9 The Client acknowledges and accepts that the Forwarder may from time to time amend their general terms and conditions and for disclosure purposes shall do so by, in writing, to the Client. These subsequent changes for future contracts shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for the Forwarder to provide Services to the Client.
- 20.10 Without limiting the effect of clauses 11 (Default), 15 (Confidentiality), 16 (Cancellation), 17 (Lien), 20.2 (Notices) survive the end of this Contract, and any other terms and conditions which by their nature are intended to survive.
- 21. DEFINITIONS AND INTERPRETATION**
- 21.1 In this Contract, unless the context otherwise requires capitalised terms have the meaning set out below:
- "Business Days"** means a day on which banks are open for business in New Zealand other than a Saturday, Sunday, or public holiday.
 - "Charges"** means the Charges due under this Contract for the supply of Goods and/or Services as agreed between the Forwarder and the Client and does not include any Goods and Services Tax ("GST") payable, unless in accordance with clause 2.
 - "Client"** means the person/s, entities (including but not limited to, partnerships and/or a trust and where applicable shall include the Client's executors, administrators, successors and permitted assigns) or any person acting on behalf of and with the authority of the Client requesting the Forwarder to provide the Services as specified in any quotation, order, invoice, or other documentation.
- (d) **"Confidential Information"** means any information:
- Relating to this Contract;
 - Relating to a quotation, order or proposal or its contents;
 - Relating to a Client of the Forwarder
 - Disclosed by either party to the other party on the express basis that such information is confidential; or
 - Which might reasonably be expected by either party to be confidential in nature.
- Provided that, where information relates exclusively to one party, nothing in this Contract will require that party to maintain confidentiality in respect of that information.
- (e) **"Contract"** means this Contract, inclusive of its terms and conditions contained herein, its schedules and annexures or any quotation, proposal, invoice, or document that forms part thereof and/or is deemed to be supplementary to this Contract.
- (f) **"Consignee"** shall mean the person to whom the Goods are to be delivered by way of the Forwarder's Services.
- (g) **"Consignment Note"** means that the person delivering any Goods to the Forwarder for carriage or forwarding is authorised to sign the Consignment Note for the Client.
- (h) **"Dangerous Goods"** means cargo which is volatile, explosive or which may become dangerous, inflammable or offensive (including but not limited to, explosives, flammable gases, flammable liquids, flammable solids, oxidizing, toxic & infectious, radioactive, corrosives or goods harbouring or likely to harbour or encourage vermin, borer, or other pests) or any substance which may become liable to damage any person or property whatsoever or any other goods listed as such, on the Forwarder's website from time to time.
- (i) **"Force Majeure"** means an event outside the reasonable control of either party, including an act of God, earthquake, adverse weather conditions, flood, storm, fire, explosion, war, rebellion, terrorism, strike, lock-out, industrial action national or global epidemics, pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government quarantine restrictions for Goods or individuals, etc.
- (j) **"Forwarder"** means JKF International Limited, its successors and assigns.
- (k) **"Goods"** means any cargo together with any container, packaging, or pallet(s) to be moved from one place to another by way of the Forwarder's Services, or for storage by the Forwarder. Forwarder provides to the Client as specified in any Contract, quotation, proposal, order, or any other documentation.
- (l) **"GST"** means Goods and Services Tax (GST), as defined within the Goods and Services Tax Act 1985.
- (m) **"Personal Information"** means information about an identifiable individual by ways of their name, address, D.O.B., occupation, driver's licence details, electronic contact type details, such as, email, IP Address, Facebook, or Twitter, or next of kin and any other contact information (if applicable) and were deemed relevant shall include any previous credit applications or credit history details. By the nature of such information, it shall be considered always as Confidential Information.
- (n) **"Perishable Goods"** means any Goods liable to waste, deterioration, or spoilage, and includes without limitation fruit, vegetable, dairy products, meat, and animals.
- (o) **"PPSA"** means Personal Property Securities Act 1999.
- (p) **"Services"** shall mean all Services supplied by the Forwarder to the Client to facilitate the movement of Goods from one place to another by the Forwarder as may be requested by the Client from time to time (including, but not limited to, anything done or to be done in relation to the Goods, or the provision of the Services ancillary to the Goods such as moving, storing or leaving the Goods at any warehouse, yard, terminal, wharf or other place or area, loading or unloading the Goods from any vehicle, vessel or other conveyance, stowing or packing the Goods, or fumigating, transhipping, or otherwise handling the Goods, or anything else done in relation thereto, including the offering of any advice or recommendations, as described on the quotations, invoices, consignment note, airway bills, manifests, sales order, or any other forms as provided by the Forwarder to the Client.
- (q) **"Sub-Contractor"** shall mean and include:
- Railways or airways operated by the Commonwealth or any state or any other country or by any corporation; or
 - Any other person, firm, or the Forwarder with whom the Forwarder may arrange for the carriage or storage of any Goods the subject of the Contract; or
 - Any person who is now or hereafter a servant, agent, employee or sub-contractor of any of the persons referred to in clause 21(q)(iii) and 21(q)(iv).
- (r) **"Valuables"** includes bullion, coin, negotiable instruments, securities of any kind, precious stones, jewellery, antiques and works of art.
- (s) **"VGM"** means the verified gross mass obtained by one of the permissible methods pursuant to the SOLAS Convention 1974 (or its replacement or amendments) and the applicable regulations of the country of the load port.