

## TERMS AND CONDITIONS OF SERVICE

(Please Read Carefully)

By requesting or accepting goods or services from Expeditors in New Zealand (the “**Territory**”), Customer is deemed to have accepted the following terms and conditions of service (“**Terms and Conditions**”). The contract between Expeditors and the Customer is formed when Expeditors accepts the Customer's request for goods or services.

### 1 Definitions and Rules of Construction.

- a. “**Customer**” means any Person for whom, for whose benefit, or at whose request, Expeditors directly or indirectly renders services, including all of the Person's agents, contractors, and/or other representatives, including shippers, importers, exporters, notify parties, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, holders and assignees of Transport Documents, Storage Documents or other commercial documents, and other similar parties. The Person directly requesting services from Expeditors accepts these Terms and Conditions on behalf of and shall give copies of these Terms and Conditions to all other such Persons.
- b. “**Default Interest Rate**” means an amount equal to the Westpac New Zealand Limited unarranged business overdraft rate, compounded daily and calculated from the due date.
- c. “**Expeditors**” means Expeditors International (NZ) Limited (NZCN 270738), its related companies (as that term is defined in the Companies Act 1993) and its employees, agents and contractors.
- d. “**Governmental Unit**” means, whether foreign or domestic:
  - i. a government, whether federal, state, territorial or local or a department, office or minister of a government acting in that capacity;
  - ii. a commission, delegate, instrumentality, agency, board, or other government, semi-government, judicial administrative, monetary or fiscal body, department, tribunal, entity or authority, whether statutory or not, and includes any self-regulatory organisation established under statute.
- e. “**Laws**” means each present and future law, statute, code, rule, regulation, ordinance, rule of law, principle of law, order, decree, judgment, guidance, or the equivalent enacted, ratified, adopted, promulgated, or issued by an applicable Governmental Unit, and all international conventions and treaties ratified by the United States of America or otherwise mandatorily applicable under the laws of the Territory and including, without limitation all regulations, ordinances and directions made pursuant to the same.
- f. Terms such as “**liability**”, “**obligation**”, and “**responsibility**” include every duty to pay money, deliver value, provide services, perform an act, or refrain from performing an act.
- g. “**Person**” includes an individual, trust, estate, partnership, association, business or nonprofit organization, Governmental Unit, or other legal entity.
- h. “**Storage Document**” means a warehouse receipt, storage agreement, or other document evidencing the receipt of goods for storage, distribution or other handling.
- i. The term “**third party**” includes each of the following, by whomever chosen or compensated: carrier, truckman, cartman, lighterman, forwarder, ocean transportation intermediary, ocean freight forwarder, non-vessel operating carrier, customs broker, agent, warehouseman, and each other Person to whom goods are entrusted for transportation, carriage, cartage, drayage, handling, delivery, storage, distribution, clearance, entry, or other service or activity.
- j. “**Transport Document**” means a bill of lading, waybill, forwarder's cargo receipt, contract of carriage, or other document issued by Expeditors evidencing the receipt of goods for carriage.
- k. Terms such as “**includes**” and “**including**” are not limiting.
- l. All references to documents include documents in paper or electronic form.
- m. The captions are for convenience only and are not part of these Terms and Conditions.
- n. These Terms and Conditions shall be construed without regard to any presumption or rule requiring that they be construed against the Person causing all or part of them to be drafted.

- o. If these Terms and Conditions conflict with the terms of a Transport Document or Storage Document issued by Expeditors, the Transport Document or Storage Document prevails, to the extent of any inconsistency.
  - p. If any part of these Terms and Conditions is held invalid or unenforceable in a jurisdiction, these Terms and Conditions are to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability, and the judgment does not affect the validity or enforceability of any other part of these Terms and Conditions in that jurisdiction or of any part of these Terms and Conditions in another jurisdiction.
- 2 Expeditors' Role.** Subject to Clause 21, Expeditors acts as the direct agent of Customer in all cases, except to the extent Expeditors acts as a carrier.
- 3 Choosing Routes or Agents.** Unless Expeditors otherwise agrees, Expeditors has complete freedom in choosing the means, routes, and procedures to be followed in handling, transporting, loading, unloading, storing, clearing, entering, delivering, distributing, or otherwise dealing with the goods, and in choosing the third parties to perform these services. All such third parties shall be considered as the agents of Customer. Advice by Expeditors to Customer that a particular Person has been selected to render services shall not be construed to mean that such Person will render such services.
- 4 Quotations Not Binding.** Quotations by Expeditors are for informational purposes only and are subject to change without notice. No quotation binds Expeditors unless Expeditors agrees to handle or transport the goods at specific rates and payment terms.
- 5 Customer's Duties.**
- a. Customer must do the following in connection with the services:
    - i. provide and disclose all documents and information required to handle, transport, load, unload, store, clear, enter, deliver, distribute, and otherwise deal with goods (including commercial invoices in proper form and number, other documents necessary or useful in the preparation of the customs entry, and such further information to enable Expeditors to perform services, including the dutiable value, weights, measures, number of pieces, packages, cartons or containers, condition of the goods, classification, country of origin, genuineness of the goods and any mark or symbol associated with them, Customer's right to export, import and/or distribute the goods, and the admissibility of the goods, pursuant to Law, all in the languages of and as may be required by the Laws of the country of origin or of destination);
    - ii. immediately advise Expeditors of any errors, discrepancies, incorrect statements, or omissions in any document or other information;
    - iii. review all documents, declarations, security filings, and other submissions prepared or filed with any Governmental Unit or any other Person; and
    - iv. maintain all records required under applicable Law. Unless otherwise agreed, Expeditors shall only keep such records that applicable Law requires Expeditors itself to maintain, but shall not act as a "record-keeper" or "third-party record-keeper" for Customer. Expeditors has no liability for any action taken or fines or penalties assessed by any Governmental Unit because Customer fails to comply with any Law.
  - b. Expeditors has no liability to Customer for any increased duty, penalty, fine or expense in connection with the goods or services, unless caused by the negligence or other fault of Expeditors, in which case its liability is governed by the provisions of clauses 7 and 8 below.
  - c. Customer represents, warrants and covenants the accuracy, sufficiency, and completeness of all documents and information furnished to Expeditors by or for Customer. Expeditors has no duty to inquire into the accuracy, sufficiency, or completeness of any documents or information and in no instance shall be charged with information that Customer fails to give in writing. Expeditors may rely on all documents and information furnished to Expeditors. If Customer fails to perform any obligation, Expeditors may use its judgment in connection with the goods.
  - d. Customer represents, warrants and covenants that it is and will remain in compliance with all applicable Laws, including anti-corruption Laws, arms trafficking Laws, anti-boycott regulations, and economic sanctions programs applicable in the Territory and, to the extent applicable to the services, the United States of America, and that the information Customer provides to Expeditors in connection with Customer's compliance with all such applicable Laws is true and complete. Customer shall also comply with all applicable Laws of any country or other jurisdiction to, from, through, over or in which any goods may be carried, including all applicable Laws relating to the marking, packing, carriage, storage, clearance or delivery of the goods. Customer represents,

warrants and covenants that the export jurisdiction and classification of all goods is correct and that it shall immediately notify Expeditors in writing of any changes to such information. Customer further represents, warrants and covenants that all goods are properly marked, addressed, and packaged to withstand ocean transport, air transport, and ground transport. Expeditors is not liable to Customer for loss, damage, expense or delay due to Customer's failure to comply with these Terms and Conditions. Customer shall indemnify and hold Expeditors harmless against any and all claims, losses, or damages arising from the conduct of Customer or any of its officers, directors, employees, agents, owners or other Persons working for or with Customer under these Terms and Conditions that constitutes a violation of Customer's obligations, representations, warranties and covenants contained herein.

- e. Unless otherwise agreed, Customer shall pay all duties and other customs charges by automated clearing house.
  - f. Unless otherwise agreed, Expeditors has no obligation to take any pre- or post-customs release action, including obtaining binding rulings, advising of liquidations, filing of petitions and/or protests, etc.
  - g. Where Expeditors prepares and/or issues a Transport Document or Storage Document, Expeditors has no obligation to specify thereon the number of pieces, packages and/or cartons, etc., or the condition of the goods.
- 6 Insurance.** Unless Expeditors otherwise agrees, Expeditors has no obligation to procure insurance for the goods. If Expeditors agrees to procure insurance, Expeditors has the right to select the insurance companies and underwriters. The insured shall have recourse against the insurer only and not against Expeditors. Customer is responsible for all insurance premiums and for Expeditors' charges to arrange for insurance.

**7 Limitation of Liability for Loss, Damage, Expense or Delay.**

- a. Expeditors has no obligations other than those set forth in these Terms and Conditions or in any Transport Document or Storage Document issued by Expeditors. Except as specifically set forth in these Terms and Conditions, to the maximum extent permitted by Law, Expeditors makes no, and excludes all, express or implied warranties in connection with its services.
- b. To the maximum extent permitted by law, in the absence of proven negligence or other fault by Expeditors while the goods are in the physical custody of Expeditors, Expeditors has no liability to Customer whatsoever for any loss, damage, expense or delay.
- c. The limitations on Expeditors' liability contained in these terms and conditions are made to the full extent permitted by law. Nothing in these Terms and Conditions restricts the effect of warranties or conditions which may be implied by law or any other rights or remedies which cannot be excluded, restricted or modified. Subject to such laws, to the extent to which Expeditors is entitled to do so, its liability under such implied conditions or warranties or other rights or remedies shall be limited in accordance with these Terms and Conditions.
- d. Subject to the further limitations of liability in subparagraphs (e) and (f), to the maximum extent permitted by law, Expeditors' liability for any loss, damage, expense or delay resulting from the proven negligence or other fault of Expeditors is limited as follows:
  - i. if the claim arises from Expeditors' customs brokerage services, the lesser of fifty dollars (US) (\$50) per entry or the amount of brokerage fees paid to Expeditors for the entry;
  - ii. if the claim relates to transportation services covered by a Transport Document or storage, distribution or handling services covered by a Storage Document issued by Expeditors, the monetary limits on Expeditors' liability provided for in the Transport Document or Storage Document; or
  - iii. if clauses (i) and (ii) do not apply, the lesser of fifty dollars (US) (\$50) per shipment or the commercial invoice value of the shipment. However, the applicable amount of any partial loss, damage, expense or delay shall be adjusted pro rata.
- e. Customer acknowledges that Expeditors and third parties to whom goods are entrusted limit their liability for loss, damage, expense, or delay. Customer may obtain an increase in the liability of Expeditors above the limits set forth in Subclause (d) if Expeditors agrees to the request before it renders any services and the agreement sets forth the limit of Expeditors' liability and the additional compensation received or paid for the added liability. Otherwise, any valuation that Customer places on the goods shall be considered for export or customs purposes only.
- f. AS A FURTHER LIMITATION ON EXPEDITORS' LIABILITY, CUSTOMER AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE MAXIMUM AGGREGATE OF EXPEDITORS'

LIABILITY TO CUSTOMER FOR ANY CHARGES, CLAIMS, DAMAGES, LIABILITIES, JUDGMENTS, COSTS, EXPENSES, PAYMENTS OR LOSSES OF ANY KIND DURING ANY CALENDAR YEAR THAT ARE NOT ALREADY LIMITED BY OTHER PROVISIONS OF THIS CLAUSE 7, WHETHER OR NOT THE SAME ARISE OUT OF OR RELATE TO SERVICES PERFORMED BY EXPEDITORS, SHALL BE NO MORE THAN THE LESSER OF THE FOLLOWING: (i) TEN THOUSAND DOLLARS (US) (\$10,000); (ii) ACTUAL, DIRECT DAMAGES; OR (iii) THE AGGREGATE SERVICE CHARGES PAID BY CUSTOMER TO EXPEDITORS DURING THE SAME PERIOD.

- g. AS A FURTHER LIMITATION ON EXPEDITORS' LIABILITY, CUSTOMER AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPEDITORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, STATUTORY OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, INCOME OR OPPORTUNITY, EVEN IF EXPEDITORS IS ON NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES OR FOR THE ACTS OR OMISSIONS OF ANY OTHER PERSON AND HOWEVER ARISING, INCLUDING FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, WILLFUL OR INTENTIONAL ACTS OR OMISSIONS.
- h. THE LIMITATIONS AND EXCLUSIONS IN THIS CLAUSE 7 APPLY EVEN IF THEY CAUSE ANY REMEDY OTHERWISE AVAILABLE TO FAIL OF ITS ESSENTIAL PURPOSE AND WITHOUT REGARD TO EXPEDITORS' PERFORMANCE OF FAILURE OR DELAY OF PERFORMANCE.
- i. Customer hereby waives all non-mandatory rights and remedies granted to shippers under applicable Laws.
- j. Customer acknowledges that goods may be entrusted to third parties. Customer may object to the goods being entrusted to third parties in which case Expeditors will not entrust the goods to the third party and may return the goods to Customer or make them available for collection. If Customer does not object, Expeditors has no additional liability for any loss, damage, expense, or delay caused by the acts or omissions of third parties.

## **8 Limitation of Actions.**

- a. With respect to any act or omission by Expeditors, Customer must:
  - i. notify Expeditors in writing, to Expeditor's office, of any claim within fourteen (14) days after the incident giving rise to the cause of action and provide a formal written sworn proof of claim within one hundred eighty (180) days from the date of loss or incident giving rise to the claim; and
  - ii. commence legal proceedings in respect of the cause of action within one (1) year after the date of delivery or release of the goods, the date when the goods should have been delivered or released, or the date when the cause of action first arose.

Failure to satisfy these requirements is a complete defence to any suit or action by Customer, to the extent permitted by Law.

- 9 Payment and Credit Terms.** Expeditors' standard payment terms require receipt of payment in full for the services before performance of services. Expeditors may in its sole discretion extend credit to Customer. The amount and terms of credit are subject to Expeditors' periodic review. Expeditors may in its sole discretion increase (upon request from the Customer), decrease, suspend or revoke credit at any time for any reason and without advance notice. Except to the extent Expeditors otherwise agrees, Expeditors has no obligation to make or incur any expense, guarantee payment or advance money on behalf of the Customer.

- 10 Indemnification.** Customer shall indemnify Expeditors and hold Expeditors harmless from and against all charges, claims, damages, liabilities, judgments, costs, expenses, payments or losses of any kind (including for purchase price, freight, storage, demurrage, detention, duties, taxes, fines, penalties, incidental, indirect, consequential or exemplary damages, and Expeditors' litigation expenses and reasonable expenses, including attorneys' fees) suffered or incurred by Expeditors arising from or related to any one or more of the following:

- a. any breach of any representation, warranty, covenant, agreement, undertaking, consent, or waiver by Customer;
- b. any failure of Customer to pay or perform when due its obligations to Expeditors or to any other Person (including any Governmental Unit, carrier, vendor, holder or assignee of any Transport Document, Storage Document, or other commercial document);
- c. Customer's violation of any Law or failure to disclose, correct, or complete any entry, export, security or other data or documents;

- d. any other claim or action against Expeditors by any such other Person arising from or related to services or actions performed by Expeditors on behalf of or for the benefit of Customer. If any such action, claim, suit or proceeding is brought against Expeditors, Expeditors shall give notice in writing to Customer by mail to the address on file with Expeditors.

Customer's indemnity obligation in this paragraph shall not apply to the extent a court of competent jurisdiction enters a final, non-appealable judgment, specifically finding that the charge, claim, damage, liability, judgment, cost, expense, payment or loss was directly and proximately caused by Expeditor.

**11 Sale of Unclaimed Goods.** Perishable goods or live animals which are undeliverable or unclaimed and for which Customer gives no instructions for disposition may be sold or otherwise disposed of without any notice to Customer, owner, or consignee, and payment or tender of the net proceeds of any sale after deduction of charges is equivalent to delivery of the goods. If for any reason a shipment is refused or remains unclaimed at any place or is returned, Customer must still pay Expeditors for all charges and expenses in connection with the goods. Nothing obligates Expeditors to forward, enter or clear the goods or arrange for their disposal. Non-perishable goods which cannot be delivered or are not collected or accepted by Customer, consignor, owner or consignee may be sold or returned at the option of Expeditors at any time at Customer's cost after the expiration of twenty one (21) days of a notice in writing to Customer or the place of delivery.

**12 General and Particular Lien on any Property.** As security for any existing and future indebtedness and obligations of Customer to Expeditors, including claims for charges, expenses or advances incurred by Expeditors in connection with any shipment or transaction of Customer, and whether or not presently contemplated by Customer and Expeditors, Customer hereby grants to Expeditors a general and particular lien on any and all of Customer's property (and documents relating thereto) in Expeditors' possession, custody or control or en route at any time. This lien is in addition to any other rights and remedies Expeditors may have under other agreements or applicable Law. If Customer is in breach of any indebtedness or obligation to Expeditors, even if not related to such property, or becomes insolvent or bankrupt or takes or proposes to take protection under any insolvency statute or law, or any of its assets are seized by creditors or become subject to any court order, or a receiver is appointed for any assets of the Customer, or the Customer makes a sale in bulk or ceases to carry on business, then at Expeditors' option all indebtedness and obligations shall be immediately due and payable and Expeditors has the right to withhold delivery or release of any property and may, in addition to all other rights and remedies under other agreements and/or applicable Law, sell the goods and retain the proceeds of sale in settlement of amounts owed by Customer to Expeditors. Any surplus from the sale or other disposition, after deduction for all sums owed to Expeditors, shall be transmitted to Customer, and Customer shall be liable for any amounts remaining outstanding.

**13 Compensation of Expeditors.** The compensation of Expeditors for its services and advances shall be in addition to the rates and charges of all third parties to handle, transport, load, unload, store, clear, enter, deliver, distribute or otherwise deal with the goods, and shall be exclusive of any brokerage, commissions, dividends or other revenue received by Expeditors from insurers or other Persons. Customer shall pay all costs, expenses and fees (including reasonable attorneys' fees) incurred by Expeditors in connection with:

- a. the enforcement of payment or performance of any indebtedness or obligation of Customer (including by any action or participation in, or in connection with, a bankruptcy or insolvency proceeding, wherever pending); or
- b. any dispute between Expeditors and Customer or any other Person. All amounts owed to Expeditors must be paid in the lawful currency specified in Expeditors' invoices in immediately available funds, without abatement, counterclaim, set-off, recoupment, and free and clear of, and without any deduction or withholding for, any taxes, duties, confiscation, detention, or other matters.

If any amount is not paid when due, it shall accrue interest until paid at the Default Interest Rate.

**14 Intellectual Property.** Expeditors' intellectual property provided, demonstrated or used in connection with any services, including databases, software, web pages, programs, processes and procedures, reports, manuals, presentations, patents, trademarks, copyrights, trade secrets, service marks, know-how and any other similar rights or intangible assets recognized under applicable Law, whether registered or unregistered (all of the foregoing, including source codes and similar information, "**Intellectual Property**"), was developed and maintained at great expense, is of great value to Expeditors, is confidential and proprietary, and shall remain the sole and exclusive property of Expeditors at all times. Without Expeditors' prior written consent, Customer shall neither directly nor indirectly attempt to or actually disclose, use, re-create, duplicate, decode, alter, change, disassemble, decompile, or reverse engineer any Intellectual Property. Customer acknowledges and agrees that a violation of any of the foregoing shall cause irreparable harm to Expeditors.

**15 Data Privacy.** Customer represents, warrants and covenants that it complies with all applicable privacy and data protection Laws with respect to information (“**Customer Data**”) about contacts or clients of Customer or about other Persons that Customer provides to Expeditors to enable Expeditors to perform services, including the Privacy Act 1993, all associated regulations or guidelines, and any other associated or relevant privacy legislation, regulations or guidelines applicable in the Territory. With respect to Customer Data, to the extent applicable, Customer acts as a “data controller” or similar term under applicable Law. Customer further represents, warrants and covenants that it has obtained the proper consent from all data subjects to the disclosure and transfer of Customer Data to Expeditors. In providing services to Customer, Expeditors may be required to share Customer Data with Governmental Units and may process Customer Data and thus act as a “data processor” or similar term under applicable Law with respect to such data and will process Customer Data in accordance with lawful instructions from Customer. Expeditors may use Customer Data as part of its Customer account opening, general administration process (e.g., in order to carry out compliance, financial checks, invoicing, or debt recovery), and otherwise in performing services. The information may be transferred to or accessible from Expeditors’ offices around the world. In carrying out these activities, Expeditors will process Customer Data in accordance with its global privacy policy.

**16 Force Majeure.** Expeditors is not liable for loss, damage, expense, delay, or non-performance resulting in whole or in part from circumstances beyond the control of Expeditors, including:

- a. acts of God, including flood, earthquake, storm, hurricane, power failure or other natural disaster;
- b. war, hijacking, robbery, theft or terrorist activities;
- c. incidents or deteriorations to means of transportation;
- d. embargoes;
- e. civil commotions or riots;
- f. defects, nature or inherent vice of the goods;
- g. acts, breaches of contract, or omissions by Customer or any other Person who may have an interest in the goods;
- h. acts by any Governmental Unit, including denial or cancellation of any import, export or other necessary license;  
or
- i. strikes, lockouts, slowdowns or other labour conflicts.

**17 Governing Law; Consent to Jurisdiction and Venue.** These Terms and Conditions shall be construed according to the Laws of New Zealand, without regard to conflict of law principles. Each party irrevocably submits to non-exclusive jurisdiction of the Courts of New Zealand and waives any claim or objection based on absence of jurisdiction or inconvenient forum.

**18 Miscellaneous.** Notwithstanding any course of dealing, course of conduct, course of performance, or usage of trade:

- a. whenever reference is made to the Expeditors’ agreement, acceptance, approval or consent, even if not specifically so stated such agreement, acceptance, approval or consent is not effective unless in writing and signed by a duly authorized officer of Expeditors;
- b. neither failure nor delay by Expeditors to exercise any right, remedy, power, or privilege operates as a waiver;
- c. no single or partial exercise of any right, remedy, power, or privilege by Expeditors precludes any other or further exercise thereof or the exercise of that or any other right, remedy, power, or privilege;
- d. no amendment, modification, rescission, waiver or release of all or part of these Terms and Conditions, any Transport Document, or any Storage Document is effective without the Expeditors’ specific prior written approval. Expeditors may from time to time change these Terms and Conditions.

The Terms and Conditions can be found on Expeditors’ website, [www.expeditors.com](http://www.expeditors.com). The Terms and Conditions which appear on Expeditors’ website at the time the contract is formed are those which apply to the services provided by Expeditors.

**19** For customs brokerage on shipments to the United States of America, the following notice required is to be given pursuant to 19 CFR part 111.29(b)(1): If you are the importer of record, payments to the broker will not relieve you of liability for customs charge in the event the charges are not paid by the broker. Therefore, if you pay by check,

customs charges may be paid with a separate check payable to the “U.S. Customs Service” which shall be delivered to customs by the broker.

## Special Terms & Conditions

**20 Effect.** These Special Terms and Conditions shall apply in addition to the general Terms and Conditions above. In the case of conflict, these Special Terms and Conditions shall prevail.

**21 Interpretation** The following additional shall apply:

**Consumer Guarantees Act** means the Consumer Guarantees Act 1983;

**Corporations Act** means the Corporations Act 2001 (Cth);

**Government Ruling** means any advice, ruling, decision or precedent provided or published by the New Zealand Customs Service or any other Governmental Unit;

**GST** means the Goods and Services Tax imposed under the GST Law;

**GST Law** means the Goods and Services Tax Act 1985;

**GST Rate** means the rate of GST under the GST Law;

**Input Tax Deduction** has the same meaning as Input Tax Deduction under the GST Law;

**PPSA** means the Personal Property Securities Act 1999;

**Security Interest** has the same meaning as under the PPSA;

**Supply** has the same meaning of Supply under the GST Law;

**Tax Invoice** has the same meaning as Tax Invoice under the GST Law; and

**Taxable Supply** has the same meaning as Taxable Supply under the GST Law.

**22 Contract and Commercial Law Act 2017.** For the purposes of Subpart 1 of Part 5 of the Contract and Commercial Law Act 2017, these Terms and Conditions constitute a contract for carriage on declared terms.

**23 Competition and Consumer Act.** These Terms and Conditions do not affect any mandatory rights Customer may have, nor restricts the effect of any warranties or conditions which may be implied and cannot be excluded, restricted or modified, under any Law including the Consumer Guarantees Act.

**24 Personal Property Securities.** Without limiting the generality of Clause 12, Customer acknowledges that Expeditors shall have a Security Interest which attaches over any and all property (and documents relating thereto) now or hereafter in Expeditors' possession, custody or control or en route which are the subject of the services (“**Assets**”) and in Expeditors' possession. Customer: (a) consents to the registration and perfection of such Security Interests under the PPSA; (b) warrants that it has rights in the Assets and the power to transfer rights in the Assets to Expeditors; (c) to the maximum extent permitted by Law, if the PPSA applies, Customer irrevocably waives any rights Customer may have to: (i) receive notices or statements under sections 114(1)(a), 116, 120(2), and 129 of the PPSA; (ii) redeem the Assets under section 132 of the PPSA; (iii) reinstate these Terms and Conditions under section 133 of the PPSA; and (iv) receive a verification statement (as defined in the PPSA). Customer agrees to do anything (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) which Expeditors asks and considers necessary for the purposes of ensuring that a Security Interest created hereunder is enforceable, perfected and otherwise effective and/or enabling Expeditors to apply for any registration, or give any notification, in connection with a Security Interest created hereunder so that the Security Interest has the priority required by Expeditors.

**25 GST.** To the extent that any Supply under these Terms and Conditions is a Taxable Supply: (i) unless otherwise stated, all charges quoted are exclusive of the GST imposed under the GST Law; (ii) the GST exclusive consideration otherwise payable by the Customer for that Supply is increased by an amount equal to that consideration multiplied

by the GST Rate; (iv) GST shall be payable by Customer without any deduction or set-off for any other amount at the same time as the GST exclusive consideration is payable; (v) Expeditors agrees to provide Customer with a Tax Invoice to enable Customer to claim an Input Tax Deduction; and (vi) if Customer defaults in the payment on the due date of any amount payable under subclause (ii) above, then without prejudice to any other remedies of Expeditors and upon demand by Expeditors, Customer shall pay to Expeditors an amount equal to the amount of any damages or interest or additional GST that may become payable by Expeditors due to the default of Customer.

**26 Currency.** All amounts due to Expeditors are payable in New Zealand dollars. Expeditors is entitled to charge a currency conversion premium when converting receivables into New Zealand currency.