



# APPAREL LINE NZ LIMITED

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Telephone (09) 526 1913, Fax (09) 526 1932

## CONDITIONS OF CONTRACT

**LIABILITY OF** the Carrier (such term to include unless the context requires its servants agent sub-contractors and actual carriers)

(a) The contract shall be 'at limited carrier's risk' pursuant to the Carriage of Goods act 1979 hereinafter referred to as 'the Act' unless:-

- I. The contracting party or his agent has signed on the face hereof or on any other document relating to the carriage of the goods a statement in the following terms:- "These goods are to be carried at "owner's risk". This means that the carrier will pay no compensation if the goods are lost or damaged unless he intentionally loses or damages them.
- II. There is a contract in writing expressed to be "at owners risk" signed by the parties or their agents relating, but not necessarily exclusively, to the carriage of goods, in which case the contract shall be at "owners risk".

(b) In any case but subject to the provisions of the Act which preclude the carrier from limiting or precluding its liability.

- I. The Carrier shall not be under any liability, howsoever caused or arising and (without limiting the generality of the foregoing) whether caused or arising as a result of negligence or wilful act or default of the Carrier or otherwise for any damage or loss, deterioration, misdelivery, delay in delivery on non-delivery of the goods (whether the goods are or have been in the possession of the Carrier or not) nor for any instructions, advice, information or service given by provided to any person, whether in respect of the goods or any consequential or indirect loss, loss of market or consequences of delay; and provided all cases where the Act precludes exclusion of liability but not limitation of liability, liability shall be limited as if Section 15(i) of the Act applied.
- II. The contracting party will indemnify the Carrier against all claims of any kind whatsoever, howsoever caused or arising and (without limiting the generality of the foregoing) whether caused or arising as a result of the negligence or wilful act or default of the Carrier or otherwise, brought by any person in connection with any matter or thing done said or omitted by the Carrier in connection with the goods.

**THE CARRIER** is Apparel Line NZ Limited, and shall be under no liability whatsoever unless:-

- I. Written notice of any claim, giving reasonable particulars of the event giving rise to the claim and any alleged damage or loss, is received by the Carrier within fourteen days after the date of despatch.
- II. An action shall have been commenced by the contracting party in a Court of competent jurisdiction within six months of delivery or in case of non-delivery, within six months and fourteen days of the date of despatch.

**SECTIONS** 18, 19 and 20 of the Act shall not apply to the contract.

**THE CARRIER** reserves the right to refuse carriage for person or for any class of goods.

**ALL TERMS** used in this contract shall have the meanings as set out in the Act, and where the conditions contained in this contract differ from the provisions in the Act then so far as the parties are able the contract prevails over any statutory provision and the parties are deemed to have contracted out of the provisions of the Act and the Carrier shall not be bound by any agreement varying these conditions unless such agreement shall be in writing and signed with due authority on behalf of the Carrier.

**THE GOODS** shall comply with the requirement of any applicable law relating to the nature, labelling, declared weight and measurement and packaging and carriage of goods and the expenses and charges of the Carrier in complying with the provisions of any such law or with any order or requirement thereunder or with the requirement of any harbour, dock, railway, shipping, customs, excise duty, or sales tax, warehouse or other authority or company of the expense, charges, levies (or fines arising out of the breach of any applicable law shall be paid by the Contracting Party.

**THE CARRIER** may freight by weight, measurement or value, and may at any time re-weight or re-value or re-measure or require the goods to be re-weighted, re-valued, or re-measured and charge proportional additional freight accordingly.

**EVERY** special instruction to the effect that charges shall be paid by the consignee shall be deemed to include a stipulation that if the consignee does not pay the said charges, then the consignor shall pay the said charges.

**THE CARRIER** may carry or on-forward all goods or have them carried by any method or any person which the Carrier deems fit and notwithstanding any instructions that the goods are to be carried or on-forwarded by another method.

**THE** Contracting Party authorises the Carrier to contract either as Principal or as Agent for the carriage of goods and any such contact will be made upon the terms and subject to the conditions of any bill of lading or other forms or terms of contract for carriage, whether by sea, rail or road or air.

**FROM** the date on which the responsibility of the Carrier ceases as provided by Section 9 | (3) of the Act the Carrier may hold the goods if undelivered as bailee and shall be entitled to storage fees at normal rates charged by the Carrier AND as bailee shall not be under any liability for any loss of or damage to the goods cause, OR in its discretion return the goods to the Contracting Party at the risk and expense to the Contracting Party

**THE CONSIGNOR** expressly warrants that he is either the owner of the authorised agent of the owner of any goods or property the subject matter of this contract and by entering into this contract he accepts these conditions of contract as or for the Contracting Party as well as for all other persons on whose behalf the Contracting Party is Acting.

**THE GOODS** are accepted subject to general lien for all charges now due or which may hereafter become due to the Carrier on any account. If the lien is not satisfied within 7 days of such payment being due the Carrier having given notice of the lien may at its option, either:-

- (a) Remove such goods or part thereof and store them in such place and manner as the Carrier shall think proper and at the risk and expense of the Contracting Party or as the case may be or;
- (b) Open any package and sell such goods or part thereof upon such terms as it shall think fit and apply the proceeds towards discharge of the lien and costs of sale without being liable to any person for damage thereby caused

**ANY NOTICE** to be given under this contract shall be deemed to be received if delivered or forwarded by registered post to registered office of the party to receive it or the usual or last known residence or place of business of such party.

**THE TERMS AND CONDITIONS** set out herein shall prevail over the terms and conditions set out in any document used by the contracting party, the owner, or any person having an interest in the goods and purporting to have contractual effect.