



Express Cargo™
EXPERT FREIGHT SOLUTIONS

Christchurch (Head Office):

Unit 2, 7 Sir Gil Simpson Drive, Burnside 8053
PO Box 14145, Christchurch Airport, Christchurch 8544

Auckland: Mangere, Auckland Airport

E: customerservice@expresscargo.co.nz

P: (03) 357 3040 / P: 0800 378 246

CON NOTE NUMBER:

DATE:

REFERENCE:

FREIGHT PAYMENT BY:

From (Sender: Consignor)

To (Receiver: Consignee)

SERVICES: Tick in box

SUPER ECONOMY

ECONOMY

EXPRESS - ROAD

EXPRESS - AIR

CHILLED/FROZEN

No ITEMS:

DESCRIPTION OF GOODS:

CU. METRES:

WEIGHT (KGS):

SPECIAL DELIVERY INSTRUCTIONS:

FREIGHT CHECK

DATE

TIME

NAME:

RECEIVED IN GOOD ORDER CONDITION:

DATE / TIME:

SENDERS NAME: (Please print)

SENDERS SIGNATURE:

RECEIVERS NAME: (Please print)

RECEIVERS SIGNATURE:

Liability limited: Liability of the carrier is limited under the contract and commercial law act 2017 to \$2000 (gst inclusive) per unit. No claims recognised unless received in writing within 7 days of delivery. Owners risk.
In engaging the services of Express Cargo Limited, the sender has acknowledged that it has read and accepted the Terms & Conditions as stated in the downloads page on our website.

For all enquiries please email: customerservice@expresscargo.co.nz

www.expresscargo.co.nz

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 Contract and Commercial Law Act 2017 hereinafter referred to as the Act) unless:
- (i) The contracting party or his own 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. The 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 expressing it to be at owner's risk signed by the parties of their agents relating, but no necessarily exclusively, to the carriage of goods, in which the case the contract shall be at owner's 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 forgoing) whether caused or arising as a result of negligence or willful act or default of the Carrier or otherwise for any damage of loss, deterioration, misdelivery, delay in delivery or 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 or 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 in all cases where the Act precludes exclusion of liability but not limitation of liability, liability shall be limited as of Section 259 (2) 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 of willful act or default of the Carrier or otherwise, brought by any person in connection with any matter of thing done said or omitted by the Carrier in connection with the goods.

THE CARRIER is Express Cargo Ltd, 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 seven days after the date of dispatch.
- (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 dispatch.

SECTIONS 274 - 281 of the Act shall not apply to the contract.

THE CARRIER reserves the right to refuse carriage for any 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 the contract differ from 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 such law or with any order or requirement thereunder or with the requirement of any harbor, 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-weigh or re measure or require the goods to be re-weighed, re-valued, or re-measured and charge proportional additional freight accordingly.

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

FROM the date on which the responsibility of the Carrier ceases as provided by Section 258 (1) 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 under any liability for any loss of or damage to the goods caused, OR in its discretion return the goods to the Contracting Part at the risk and expense of the Contracting Party.

THE CONSIGNOR expressly warrant that he is either the owner of the authorized 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 as 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 my 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 in or towards discharge of the lien and costs or sales without being liable to any person for the 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.