

STANDARD TERMS AND CONDITIONS OF SERVICE
Hobbs Global Logistic Solutions Limited

Terms

1. The terms and conditions of service constitute the complete contract between the Company and the Customer. The terms and conditions of service may only be modified, altered or amended in writing signed by the Company and the Customer. For the purposes of this contract the "Customer" includes agents and/or representatives on behalf of the Customer and the "Company" shall mean Hobbs Global Logistic Solutions Limited, subsidiaries, related companies, agents and/or representative.
2. The Company acts as the agent of the Customer for the purpose of arranging the shipping (air or sea) and performing duties in connection with , arranging the uplift of goods from overseas origins, the entry and release of goods, post entering services, securing of export license, filing of export documentation on behalf of the Customer and other dealings with Government agencies.
3. The Company is not a common carrier and will not accept liability as such.
4. The Company reserves the right in its absolute discretion to refuse the carriage of goods or any class of goods for the Customer.
5. The Company may and is hereby expressly authorised by the Customer, to delegate its authority to contract for the services and performance of any of its obligations hereunder, to such other person, firm or company as it may think fit and also if it thinks fit may and is hereby expressly authorised by the Customer to constitute the relation of principal and agent between the Customer and any such person, firm, or company for the purpose of contracting for the services or for the performance of such obligation.
6. The Company shall not effect insurance on the goods or any class of goods accepted by it except upon express instructions given in writing by the Customer and the Customer's written declaration as to the value of the goods and any such insurance effected by the Company may be subject to such exceptions and conditions as may be required by the insurance company or underwriter accepting the risk. In the event of any dispute in regard to liability under such insurance policy for any reason whatsoever the insured shall have recourse against the insurer or underwriter only and the Company shall have no liability or responsibility in relation to any such insurance policy.

Payment Terms

7. Import GST, duty and/or any other duties or fees payable to NZ Customs, MAF and/or other Government entities, including freight and port charges, are due immediately upon receipt of "Disbursement Invoice" from the Company, unless otherwise agreed.
8. Balance of payment for services shall be paid within 30 days of receipt of an itemised invoice from the Company.
9. Instructions to collect on delivery (C.O.D) in cash or otherwise must be agreed in writing by the parties and is subject to this standard terms and conditions of service.
10. All prices and charges are expressed in New Zealand Dollars and shall be exclusive of GST. The Company is entitled to charge a currency conversion premium when converting receivables into New Zealand Dollars.
11. The Company is entitled to retain and be paid all brokerages, commissions, allowances and other remuneration customarily retained by or paid to shipping and forwarding agents and insurance brokers.

Default

12. If full payment for the goods or services is not made by the due date then without prejudice to any other remedies available to the Company:
 - (a) The Company may cancel or hold supply of goods or services;
 - (b) Charge interest on the overdue account at a rate of 7.5 percentage points above the Company's bank overdraft rate calculated on a daily basis from the due date;
 - (c) The Customer shall be responsible for all of costs incurred by the Company in recovering such monies including but not limited to any solicitors costs and collection costs;
 - (d) The Company shall have a particular and general lien on the goods or cargo of the Customer and any documents relating thereto and on any other goods of the Customer in possession of the Company or any documents relating thereto for all sums payable by the Customer to the Company and for that purpose the Company shall have the right to sell any goods by public auction or private treaty without further notice to the Customer.

Quotations

13. Quotations are given on the basis of immediate acceptance and is subject to the right of withdrawal or revision. Quotations are valid only for the specified weight and volume range as quoted for the designated services and standard of service quoted.

Termination

14. This contract can be terminated by either party giving to the other one months notice in writing, at which time all amounts due shall be immediately payable upon termination unless the Company agrees in writing to postpone the requirement for immediate payment.

Limitation of Liability

15. The Company shall not be liable for any loss of or damage to or mis-delivery or delay in delivery, failure to produce or non delivery of goods, either in transit or in storage or occurring during the term of this contract or whether caused by the negligence of the Company or by some other cause, whether the cause of damage or loss, mis-delivery, delay in delivery, failure to produce or non-delivery is known or unknown to the Company.

16. The Customer undertakes to reimburse to the Company any expenses incurred directly or indirectly arising out of or in connection with entry of a customs officer or authorised person on the premises of the Company for the purpose of searching the premises and/or inspecting, examining, making complete copies of or taking extracts from documents and/or goods found on the premises.

General

17. This contract between the Company and Customer shall be governed by New Zealand law and will be in the exclusive jurisdiction of New Zealand Courts. The Customer hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Courts of New Zealand for any actions, suits or proceedings arising out of this contract.

18. No waiver of any breach of the terms and conditions of service shall be deemed to be a waiver of any other or any subsequent breach. The failure of either party to enforce any provision in the terms and conditions of service at any time shall not be interpreted as a waiver of the provision.

19. If any provision of the standard terms and conditions of service is unenforceable, such unenforceability shall not affect any other part of such provision or any other provision thereof.

Guarantee – Guarantor(s) Details

20. If the Customer is a company, the Company requires the Customer's obligations to be guaranteed by an actual person.

Name:
Postal Address:
Physical Address:
Telephone:
Fax:
Email:

I/we hereby personally guarantee as Principal Debtor(s) full payment of all accounts, costs and charges due and owing to the Company pursuant to the Company's standard terms and conditions of service above and agree to personally indemnify the Company for the same.

SIGNED for and on behalf of)
the Customer)
in the presence of:)

Witness

Signature: _____
Full Name: _____
Occupation: _____
Address: _____

SIGNED for and on behalf of)
the Customer)
in the presence of:)

Witness

Signature: _____
Full Name: _____
Occupation: _____
Address: _____