

# Conditions of Contract of Carriage

All contracts of carriage by Rural Couriers Society Ltd (hereinafter called "Coural") including any incidental service hereof are undertaken upon and subject to the following terms and conditions –

## I. PARTIES

The contract of carriage is made between the Customer (which term includes a "Contracting party" [Courier Company] in terms of the Carriage of Goods Act 1979) and Coural.

## II. EXCLUSIONS FROM CARRIAGE OF GOODS ACT 1979

Sections 10 18 19 20 and 21 of the Carriage of Goods Act 1979 (hereinafter called "the Act") shall not apply to the contract of carriage.

## III. LIABILITY OF SERVANTS, AGENTS OR SUB-CONTRACTORS

The rights and limitations on the liability of Coural to the Customer shall extend to the servants or agents of Coural its sub-contractors and the servants or agents of such sub-contractors.

## IV. OWNERSHIP OF GOODS

The Customer warrants to Coural that it is the owner or authorised agent of the owner of the goods and that it is authorised to accept and does accept these conditions.

## V. RIGHT OF REFUSAL TO CARRY

Coural reserves to itself at all times the right to refuse to carry any particular goods which refusal may be communicated by Coural to the Customer down to the time of Coural uplifting the goods.

## VI. INSURANCE

Insurance of the goods is the responsibility of the Customer.

## VII. LIEN

In addition to the right of the lien contained in Sections 23 and 24 of the Act Coural shall have a particular and general lien in respect of all goods coming into the possession of Coural and the right to retain the same in respect of all monies due to Coural by the Customer whether in respect of such goods or otherwise. If any monies due to Coural are not paid within fourteen (14) days after notice has been given to the Customer that the goods are being retained in respect thereof the goods may be sold at auction or otherwise at the sole discretion of Coural and the net proceeds of sale (after deduction of all expenses) applied in or towards satisfaction of the amount due to Coural. Any steps taken by Coural under this provision shall not prejudice Coural's right to recover any balance due or payable to Coural by the Customers.

## VIII. LIMITATIONS UPON LIABILITY OF COURAL

(a) All Contracts of Carriage entered into by Coural are at Limited Carriers Risk (as defined by the Act).

(b) No court action or other form of litigation may be brought against Coural for damage to or partial loss or total loss or destruction of goods occurring while Coural is responsible for them unless written notice sent by registered letter to the General Manager of Coural, giving full particulars of the damage, partial loss or destruction is given within fifteen (15) days of delivery of the goods or in the case of alleged loss of or destruction of the goods within thirty (30) days of the date of despatch.

(c) No court action or other form of litigation may be brought against Coural for the loss of or alleged non-delivery of or damage to or destruction of any goods after the expiration of a period of six (6) months from the date on which carriage should have been completed in accordance with the contract.

(d) On no event shall Coural, as a result of any default under the Contract of Carriage with the customer, or as a result of any negligent act or any omission of Coural, its servants, agents or sub-contractors, be liable for consequential damages such as but limited to the following:- loss of anticipated profits, loss of any profit earning chattel or part thereof, loss of interest or investment opportunity, loss of future reputation, loss of credit, loss of publicity, or expenses incurred by the customer or a third party as a result of the breach.

## IX. MODE OF CARRIAGE

Coural shall at its absolute discretion be at liberty to decide the method and route by which the goods shall be carried and by whom, and if this contract relates to the carriage of the goods to or from a country outside New Zealand then the Customer accepts the further conditions contained in any Bill of Lading or other form of contract whether by sea, air, rail or road.

## X. CONDITIONS HEREIN PARAMOUNT

The terms and conditions set out herein shall prevail over the terms and conditions set out in any document used by the Customer, the Owner, or any other person having an interest in the goods and purporting to have a contractual effect.