

Terms & Conditions of Trade with Circuit Logistics Ltd

These Terms apply to all Services provided by Circuit Logistics Limited ("us, we") to you, our Customer, ("you, your") from time to time. By engaging us to provide Services, you agree to these Terms. These Terms shall apply to any current Services supplied to you and also to any other Services supplied by us to you in the future, whether or not we supply to you another copy of these Terms.

1. Services

1.1 When we provide Services to you we will carry out those Services:

- a. efficiently with due care, diligence and skill and in accordance with good industry practice; and
- b. in compliance with all applicable laws.

1.2 We will use our best endeavours to dispatch Goods on time in accordance with your reasonable instructions, but in no circumstances will we be liable to you for delays or delivery of Services by a specified date were any cause is beyond our reasonable control or the control of any persons supplying us with services necessary to fulfil our Services to you or failure by you to put us promptly in possession of the Goods or the site that delivery of the Services is to occur.

1.3 Where Goods have been transported from port in shipping containers, we will use our best endeavours to collect and return those containers within the relevant shipping lines free period. If we become aware that this cannot be achieved within our normal operating hours we will provide you with an estimate of the additional charges payable by you that would be incurred to collect and return the container(s) to the port within that period.

2. Customer obligations

2.1 You warrant that:

- a. all Goods comply with all applicable laws and regulations;
- b. all Goods are odour-free, fit for the Services provided including but not limited to being transported and/or stored in the condition and manner in which they have been provided to us (whether by you or a third party); and
- c. if already palletised, Goods are properly packed and labelled.

2.2 You must provide us with all assistance, information and documents we reasonably require to enable us to comply with all applicable laws and regulations in New Zealand or in any relevant overseas jurisdiction (including but not limited to local authority requirements).

2.3 You warrant that all information provided to us in connection with the Goods is true and correct.

2.4 If we notify you that we believe Goods do not comply with the requirements set out in these Terms you must rectify the issue(s) within a reasonable time before Services will resume.

2.5 You must provide us with directions for the proper care of any Goods with special requirements (including temperature controlled or perishable goods) in writing prior to us providing you with Services for the Goods.

3. Pricing and Payment

3.1 All Services will be charged at rates applicable at the date of billing. You must pay the prices charged.

3.2 Unless otherwise specified, payment must be made in full. You may not deduct, set off, withhold or counter-claim any amount owing to us without our prior written consent.

3.3 We may apportion payments to such of your accounts as we think fit. We may set off any amount you owe us under these Terms against any amount we owe you.

3.4 All prices for our Services will be charged in New Zealand Dollars unless we have agreed in writing prior to the commencement of the Services that a different currency will be applied.

3.5 All prices for Services are exclusive of GST unless we have agreed in writing prior to the commencement of the Services that GST is not applicable to the Services. You are responsible for payment of all GST amounts (if applicable). Any GST amount payable by you will be indicated on our invoice.

3.6 All other taxes, insurance charges, administration costs in providing the Services or other amounts incurred by us in providing the Services to you and notified by us to you in writing must be paid by you.

3.7 We reserve the right to request payment of a deposit and/or ongoing deposits of some or all of the value of the Services to be supplied during or prior to commencement of the Services.

3.6 Unless we otherwise agree in writing, payment by you is due in full on the 20th of the month following the date of our invoice ("Due Date") as directed on our invoice.

3.7 Notwithstanding any other provisions herein, if you do not pay an amount in full by the Due Date, then (without prejudice to any of our other rights and remedies) we may:

- a. charge you default interest on the unpaid amount at the rate of 2.5% per month.
- b. suspend or terminate the supply of our Services;

c. make immediate formal demand for all amounts due and payable to us on any unpaid invoice which monies shall then immediately fall due and payable;

d. pass onto an appointed agent for the purposes of debt recovery any information we may hold regarding you and your dealings with us.

3.8 Where we have a right to recover from you freight costs we may exercise our rights at law to claim a lien over any Goods in our possession.

3.9 You agree to pay on demand all collection costs and solicitor's fees, charges and/or costs and enforcement costs incurred or expended in recovering amounts due and payable by you to us.

3.10 We reserve the right to amend our pricing from time to time without notice to you.

4. Liability

4.1 We will provide you with details of any damage, loss or deterioration to Goods while in our control as soon as we become aware of such damage, loss or deterioration and, if required by you, promptly return the affected Goods to you (at your cost).

4.2 All Goods are carried "on declared terms" under the Contract and Commercial Law Act 2017, unless we agree with you in

writing that the goods are to be carried "at owner's risk" prior to the commencement of the Services.

- 4.3 Subject to clause 4.2, to the extent permitted by law, the maximum aggregate amount of our liability to you in relation to Services whether in contract, tort (including negligence), equity or otherwise, is limited to the amount paid by you for the Services concerned.
- 4.4 In no circumstances will we be liable for:
- any loss of profit or income, loss of business, indirect, special or consequential loss suffered or incurred by you; or
 - any of our directors, officers or employees have any liability to you in connection with the Services; or
 - delay or failure to supply Services; or
 - suspension or termination of the supply of Services due to your default; or
 - any act or omission by us including negligence.
- 4.5 To the maximum extent permitted by law, we exclude all express and implied warranties and representations in respect of the Services, and you acknowledge you are acquiring the Services for the purposes of a business and the Consumer Guarantees Act 1993 does not apply.
- 4.6 All claims by you in relation to Services provided must be made in writing and received by us within fourteen (14) days of the completion of our Services. You will allow us or our agents access to any Goods in respect of which a claim is made.

5. Termination

- 5.1 You may terminate the Services at any time by giving us fourteen (14) days written notice. If you terminate the Services we may invoice you for all Services carried out up until the date the Services are to terminate.
- 5.2 We may terminate the Services to you by giving you notice in writing if:
- you do not comply with any request for access to information within a reasonable timeframe;
 - you commit an act of bankruptcy, have liquidator, receiver, manager or statutory manager appointed, make any assignment or composition with your creditors, cannot pay your debts when they fall due or are deemed not be able to pay them under section 287 of the Companies Act 1993;
 - there is a significant change in your effective ownership or control that we have not consented to;
 - we no longer provide the services or have the required employees, contractors or agents to provide the Services to a standard that we consider is likely to adversely affect the services; or
 - any other breach of these Terms.
- 5.3 Any termination of the Services either by you or us will be without prejudice to any of our rights arising prior to the termination and will not affect the enforceability of these Terms.

6. Force Majeure

- 6.1 We will not be liable for any delay or failure in carrying out the Services and shall be exempt from responsibility for loss or damage caused directly or indirectly due to any event beyond our reasonable control including but not limited to an act of war, strikes, lock-outs, riots, industrial dispute, nature, fire,

perils of the sea, earthquake, government action or interference, shipping delays, court order, environmental occurrence, change in legislation ("Force Majeure Event") for so long as the Force Majeure Event exists.

- 6.2 We may terminate the Services in respect of which the Force Majeure Event exists immediately by giving you written notice if the delay arising as a result of the Force Majeure Event continues for more than five (5) days.

7. General

- 7.1 We may change these Terms from time to time at our discretion. New Terms will be enforceable by us from the date they are provided to you.
- 7.2 You must not directly or indirectly transfer or assign your rights, interests or obligations under these Terms without our prior written consent (which will not be unreasonably withheld). Any change in your effective control will be deemed to be an assignment for the purposes of this clause. We reserve the right to waive our right of consent pursuant to this clause at any time.
- 7.3 These Terms constitute the entire agreement between us.
- 7.4 No failure or delay by us in insisting on the strict performance of these Terms or in exercising any right under these Terms will operate as a waiver. A waiver will not be effective unless it is in writing. A waiver of any breach will not be a waiver of any other breach.
- 7.5 Each clause of these Terms is separately binding. If any clause is void, unenforceable or otherwise ineffective by operation of New Zealand law, the remaining clauses shall continue to be valid and enforceable.
- 7.6 These Terms are governed by New Zealand Law and the parties submit to the exclusive jurisdiction of the Courts of New Zealand in respect of all matters relating to the Terms. For all purposes the material parts of these Terms is deemed to rise in Auckland, New Zealand as a principal place of business for us.

8. Definitions

- 8.1 In these Terms of Trade:
- "Customer" means any person acting of and with the authority of the customer and/or any other person, company, body corporate, partnership, association or other entity that has requested purchasing Goods and Services from us;
 - "Services" means any services supplied by us to the Customer as agreed in writing by us and the Customer;
 - "Goods" means any goods that the Customer requests us to provide Services for as agreed in writing by us and Customer; and
 - "Terms" means these Terms of Trade together with any special terms agreed in writing between us and the Customer.