



**INTERNATIONAL FREIGHT LOGISTICS N.Z. LTD**  
**TRANSPORTATION AGREEMENT**  
**PERSONAL & HOUSEHOLD EFFECTS**

SENDER / SHIPPER NAME :		
NEW ZEALAND ADDRESS :		
CONTACT PHONE NUMBER :		
RECEIVER / CONSIGNEE NAME :		
DESTINATION ADDRESS :		
CONTACT TELEPHONE NUMBER :		
CONTACT EMAIL ADDRESS :		
AIRPORT/PORT OF DESTINATION :		
INSURANCE REQUIRED?	YES / NO	VALUE: NZ\$
<i>(If Yes, a fully itemised List of Contents and Value is required.)</i>		

All personal/household effects will be transported to the Airport or Port of Destination only. It is the Owner's responsibility to arrange Customs clearance, Agricultural and delivery formalities at destination. International Freight Logistics N.Z. Ltd can, in most instances, provide contact details to assist you with these formalities. Fees for Port Service or Terminal Service at destination, as well as Government, Agricultural or service charges at destination should be expected. International Freight Logistics N.Z. Ltd are not responsible for any destination charges that are levied. Whilst every effort will be made to have your goods arrive on or around the date required, International Freight Logistics N.Z. Ltd cannot be held responsible for any delays in transit that are outside of our direct control.

**GOODS DECLARATION :**

I confirm that myself or someone known to me \* has packed these Personal Effects and/or Household Goods. These goods do not contain any of the following items: perishable foodstuffs, fireworks, flammable liquids, corrosive oven or drain cleaners, flammable gas or liquid lighter refills, camping stove gas cylinders, matches, aerosols, ammunition, firearms, narcotics, magnetic material, fuel of any type, batteries, or any items that may be prohibited at the country of import, or by the Carrier/s. I agree to all of the above terms and conditions of transport outlined above, and acknowledge that I am aware of the conditions of contract as outlined on the reverse of this form.

\* Name and Address of Person/Company packing goods (if other than Owner) :

\_\_\_\_\_  
 Signature of Shipper : \_\_\_\_\_ Date : \_\_\_\_\_

## CONDITIONS OF CONTRACT

1. In this contract:-

"Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw, 12 October 1929, and where appropriate that Convention as amended by The Hague Protocol, 28 September 1955, and where appropriate that Convention as supplemented by The Guadalajara Convention, 8 September 1961, whichever, if any, may be applicable to carriage hereunder.

"Forwarder" means Interport and/or Interforwarding P/L, as the case may be, and, where appropriate, includes all persons and companies entitled to the benefit of these Conditions.

"Carrier" includes all carriers and all other persons and companies that carry or undertake to carry the goods which are the subject hereof or to perform any other services incidental to such carriage;

"Shipper" is equivalent to "Consignor";

"Air Waybill" is equivalent to "Air Consignment Note";

"French gold francs" means francs consisting of 85% milligrams of gold with a fineness of nine hundred thousandths;

"Dangerous goods" includes explosives, inflammable liquids, poisons, corrosive substances and liquids, compressed gases, acids, radioactive substances and other goods, substances or liquids likely in the opinion of the Forwarder to cause damage or injury to other persons, goods or property;

"Valuables" includes bullion, coin, precious stones, jewellery, antiques, and works of art;

"Unit of goods" has the meaning ascribed to it in Section 3 of the (N.Z.) Carriage of Goods Act 1979.

2. (a) Carriage hereunder is subject to the rules relating to liability established by the Convention, unless such carriage is not "international carriage" as defined by the Convention.

(b) Subject as aforesaid, carriage hereunder and other services performed by the Forwarder are subject to:-

- (i) all applicable laws;
- (ii) the provisions hereof; and
- (iii) all applicable tariffs, rules, and regulations of the Forwarder, which are incorporated herein and which may be inspected at its offices.

(c) For the purposes of the Convention:-

- (i) the agreed stopping places are those places, except the place of departure and the place of destination, set forth on the face hereof or shown in the Carrier's timetables as scheduled stopping places for the route;
- (ii) the Shipper acknowledges that he has been given an opportunity to make a special declaration of the value of the goods at delivery and that the sum entered on the face of the Air Waybill as "Declared Value For Carriage", if in excess of 250 French gold francs or their equivalent per kilogram, constitutes such special declaration of value.

3. To the extent any provision herein contained or implied is contrary to law it shall be void but any such provision shall remain in full force and effect to the extent that it is not contrary thereto and the invalidity of any such provision or part thereof shall not affect the validity of any other provision hereof.

4. No agent, servant or representative of the Forwarder has authority to alter, modify or waive any provision of this Contract.

5. The Forwarder may perform any of its obligations hereunder itself or by any associated companies, or by any other persons or companies. Any Contract to which these Conditions apply is made by the Forwarder on its own behalf, and where appropriate for and on behalf of any such persons or companies and every such person or company shall be entitled to the benefit of these conditions. The Shipper will not seek to impose upon any such person or company a liability greater than that accepted by the Forwarder hereunder.

6. The Shipper warrants:-

- (a) that he is either the owner, or the authorised agent of the owner, of the goods to which the business hereof relates;
- (b) that he is authorised to accept and is accepting these Conditions not only for himself but also as agent for and on behalf of the owner of the goods and of all of the persons and companies who are or may hereafter become interested in the goods (all such persons and companies being hereinafter included in the term "the Owner"); and
- (c) that the description and particulars of any consignment furnished by or on behalf of the Shipper are accurate.

7. The Forwarder shall not be obliged to make any declaration as to the nature or value of any goods or as to any other matter or thing unless required by law or expressly instructed by the Shipper in writing.

8. The Forwarder shall not be obliged to arrange for the goods to be carried, stored or handled separately from the goods of other shippers.

9. (a) Except as agreed in writing the Forwarder will not accept valuables, livestock or plants for carriage. Should the Shipper nevertheless deliver any such goods to the Forwarder or cause the Forwarder to handle or deal with any such goods otherwise than as agreed in writing the Shipper shall be liable for any loss or damage thereto or consequent thereon whether direct or consequential and howsoever caused and the Shipper shall indemnify the Forwarder from and against all penalties, taxes, duties, claims, demands, damages, costs and expenses arising in connection therewith.

(b) Except as agreed in writing the Forwarder will not accept business relating to dangerous goods for carriage. Should the Shipper nevertheless deliver any such goods to the Forwarder or cause the Forwarder to handle or deal with any such goods otherwise than as agreed in writing the Shipper shall be liable for all loss or damage thereto or consequent thereon whether direct or consequential and howsoever caused and the Shipper shall indemnify the Forwarder from and against all penalties, taxes, duties, claims, demands, damages, costs and expenses arising in connection therewith.

(c) Any such livestock, plants or dangerous goods may be destroyed or otherwise dealt with if deemed necessary in the sole and absolute discretion of Forwarder or any other person in whose custody they may be at the relevant time. If such livestock, plants or dangerous goods are accepted pursuant to a written agreement they may nevertheless be destroyed or dealt with if deemed necessary in the sole and absolute discretion of the Forwarder or any other person in whose custody they may be at the relevant time. In the event of the goods being destroyed or otherwise dealt with as aforesaid the Forwarder shall bear no liability therefor and the Shipper shall indemnify the Forwarder from and against all costs and expenses with respect thereto.

10. The Shipper shall comply with all applicable laws and Government regulations of any country to, from, through or over which the goods may be carried, including those relating to the packing, carriage or delivery of the goods, and shall furnish such information and provide such documents as may be necessary to comply with such laws and regulations. The Forwarder shall not be liable to the Shipper for loss or expense due to the Shipper's failure to comply with this provision.

11. Prices quoted are based on costs prevailing at the date thereof in respect of freight, clearing, handling, delivery, insurance and other charges, rates of exchange, taxes and duties. Fluctuations in prices shall be to the Shipper's account and the price payable by the Shipper shall be increased or reduced accordingly.

12. The Forwarder may arrange:-

- (a) for the carriage of goods by any route or by any means;
- (b) for the storage, packing or handling of the Goods by any person at any place or places and for any length of time; and may do such other things as may be necessary or incidental to the carriage of goods in the sole and absolute discretion of the Forwarder and may depart from the Shipper's instructions in any respect if in the opinion of the Forwarder it is desirable to do so. The Shipper hereby expressly authorises the Forwarder to do all such things and enter into all such arrangements on behalf of the Shipper notwithstanding any departure from the Shipper's instructions as aforesaid.

13. Carriage other than carriage subject to the Convention shall be at owner's risk unless otherwise agreed in writing to be "at limited carrier's risk" or "at declared value risk" or "on declared terms".

14. The Forwarder shall not be obliged to insure the goods unless expressly instructed in writing so to do by the Shipper and the appropriate premium is paid. In the event of the Forwarder being instructed to insure by the Shipper as aforesaid, upon payment of the appropriate premium the Forwarder shall insure the goods on behalf of the Shipper for the amount requested under an open policy. Such open policy is available for inspection by the Shipper and is subject to the terms and conditions of the Insurance Company or Underwriter taking the risk.

15. Dates specified for completion of carriage are estimates only and the Forwarder shall not be liable for failure to complete carriage on such date or dates.

16. The goods, or packages said to contain the goods, described in the Air Waybill, are accepted for carriage from their receipt at the Forwarder's receiving office at the place of departure to the airport at the place of destination, and if specifically agreed, are also accepted for forwarding to the airport of departure and for reforwarding beyond the airport of destination. The Shipper hereby authorises the Forwarder to do all things in the opinion of the Forwarder advisable to effect forwarding or reforwarding.

17. The Forwarder may pay any duties, taxes or other charges, costs or disbursements with respect to the forwarding or reforwarding of the goods, and the Shipper guarantees to reimburse the Forwarder therefor. The Forwarder shall be under no obligation to incur any expense except on prior payment by the Shipper.

18. If it is necessary to make customs entry of the goods at any place, the goods shall be deemed to be consigned at such place to the person named in the face hereof as Customs consignee or if no such person be named, to such customs consignee as the Forwarder may designate.

19. Notice of arrival of goods will be given promptly to the Consignee or to the person indicated on the face hereof as the person to be notified. On arrival of the goods at the place of destination delivery will be made to the Consignee or in accordance with the Consignee's instructions, if the Consignee declines to accept the goods or cannot be communicated with, disposition will be in accordance with the instructions of the Shipper and at the Shipper's cost and expense.

20. Notwithstanding that the Shipper may direct that the Forwarder's charges in respect of any transaction shall be payable by the Consignee or any other person, if such Consignee or other person shall fail to pay the same or any part thereof within a reasonable time of due demand being made, the Shipper shall pay the same to the Forwarder.

21. The Forwarder shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to Forwarding Agents.

22. The Forwarder shall have a lien on all goods in its possession for all sums due at any time from the Shipper or the Consignee and shall be entitled to sell or dispose of such goods and apply the proceeds in or towards the payment of such sums and any expenses consequent on such sale subject to compliance with any applicable law.

23. The Forwarder shall be entitled at the cost and expense of the Shipper subject to compliance with any applicable law to sell or dispose of:-

- (a) any goods which in the opinion of the Forwarder cannot be delivered, by reason of their being insufficiently or incorrectly addressed or by reason of their not being collected or accepted by the Consignee or for any other reason, and
- (b) any perishable goods which in the opinion of the Forwarder appear to be deteriorating.

If the Shipper fails to adequately instruct the Forwarder with respect thereto or fails to pay any costs and expenses necessary to implement the Shipper's instructions.

24. Subject to the Convention and any other applicable law and subject to the provisions hereof and subject to any written agreement to the contrary between the Forwarder and the Shipper, the Forwarder shall not be liable to the Shipper or to any other persons or companies for any loss or damage, whether direct or consequential, howsoever caused, arising out of or in connection with the carriage of the goods, unless such loss or damage is proved to have been caused by wilful fault, or the gross negligence, of the Forwarder.

25. If a sum is entered on the face of the Air Waybill as "declared value for carriage" or "declared value risk" and if the Shipper has paid any supplementary charge that may be required by the Forwarder, the Forwarder's limit of liability shall be the sum so declared provided however that payment of claims shall be subject to proof of actual loss or damage.

26. In the case of loss, damage or delay of part of the Consignment, the weight to be taken into account in determining the Forwarder's limit of liability shall be only the weight of the package or packages concerned.

27. With respect to any carriage hereunder which is not subject to the Convention and without prejudice to Clauses 13, 24 and 25 hereof, in no case shall the liability of the Forwarder however arising, and notwithstanding that the cause of loss or damage may be unexplained, exceed:-

- (a) the declared value of the goods in the case of a contract "at declared value risk" (subject to proof of value), or
- (b) a sum of \$500.00 per unit of goods in any other case.

28. Without prejudice to Clauses 2 and 24 hereof any claim by the Shipper or Owner against the Forwarder shall be made in writing and notified to the Forwarder:-

- (a) in the case of damaged goods, forthwith after discovery of the damage but in any event within fourteen (14) days of delivery thereof;
- (b) in the case of non-delivery, within ninety (90) days from the date of issue of the Air Waybill; and
- (c) in any other case within fourteen (14) days of the event giving rise to the claim. Any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred.

29. The Shipper shall indemnify the Forwarder from and against all penalties, duties, taxes, claims, demands, damages, costs and expenses whether or not arising out of the negligence of the Forwarder, its servants agents or representatives, suffered or incurred by the Forwarder in the performance of its obligations hereunder, including any liability to indemnify any other person against claims made against such other person by the Shipper or by the Owner.

30. Subject to the provisions of the Convention, this contract shall be governed by and interpreted in accordance with the law of New Zealand and subject to the Convention, no proceedings in respect of any matter or thing shall be instituted except in New Zealand.