

Terms of Trade

Application

1. Unless otherwise specifically agreed to in writing, we agree to sell to you our Services on these terms only.
2. You agree to be bound by these terms and make payments to us in full without set-off or deduction and on the dates required for payment.
3. These terms represent a contract for carriage at owner's risk.
4. You warrant that you are either the legal owner of the vehicle or have the express or implied consent of the legal owner of the vehicle to request us to undertake the Services.

Quotes

5. Any quote or quotation given to you by us will lapse thirty (30) days from the date of that quote unless we have given a different time period in writing.
6. We may withdraw a quote prior to your acceptance of it by notifying you in writing.
7. Quoted prices:
 - a) Apply only to the scope of Services specified in your instructions and recorded in the quote; and
 - b) May be given by way of fixed price, referral to an hourly rate or a combination of the two.
 - c) This Clause 7 is subject to Clause 11.
8. By accepting a quote, either in writing or verbally, you are deemed to have made an Order for the Services specified in the quotation.

Orders

9. We may accept or decline to accept any Order for Services at our sole and absolute discretion.
10. You may request your Order be changed or cancelled by making a request to us in writing. If we accept your change or cancellation, you agree to reimburse us for any reasonable costs incurred in connection with that change or cancellation.

Price

11. The price for the Services provided by us is either:
 - a) The price agreed between us and you when the Order was made; or
 - b) The price set by us at the date at which the Services are Delivered.
12. Despite Clauses 7 and 11, we reserve the right to vary the price where:
 - a) There has been an increase in the cost of supplying the Services beyond our reasonable control between the date the price was agreed and the date the Services are invoiced; and
 - b) Where it is necessary for alterations to be made to the Services after an Order has been placed and accepted by us.
13. Unless otherwise agreed in writing, all prices are exclusive of:
 - a) GST; and/or
 - b) other government duties, levies or taxes whether incurred in New Zealand or elsewhere.These will be the responsibility of and to the cost of you. Where the payment of such taxes or duties is our responsibility at law, the price will be increased by the amount of such taxes or duties.

Deposit

14. Upon a Quote being accepted by you, a 50% deposit becomes payable. We reserve the right to not commence Services for you until such time as the required deposit has been paid in full.

Payments

15. Unless otherwise agreed to by us in writing:
 - a) We will issue invoices monthly or at key progress dates or upon Delivery; and
 - b) Payment must be made within seven (7) days of the date of the invoice unless you pay in full earlier; and
 - c) You agree to make payments without set-off or deduction of any kind on the dates advised by us to you.
16. We reserve the right to:
 - a) delay or postpone the performance of any Services until all monies owed to us by you are received by us in cleared funds; or
 - b) require payment from you before we resume performance of the Services.
 - c) Require payment from you prior to incurring any costs to a third party.

Default

17. In the event that a payment is overdue, default interest at a rate of 16% will be payable from the date payment became due and payable until such time as payment of the outstanding amount is made in full including interest. We may apportion payments to outstanding accounts as we see fit.
18. You acknowledge that payment of default interest is without prejudice to our other rights and remedies.
19. If we take action to recover any amount due from you to us including default interest, or to otherwise protect our interests in relation to money owed to us by you including default interest, you agree to pay our costs (including costs incurred on a solicitor/client basis and debt collection costs).

Cancellation

20. You may cancel your Order by notification in writing:
 - a) 48 hours prior to Pickup at no charge and your deposit will be returned to you.
 - b) 24 hours prior to Pickup at the cost of your Deposit.
 - c) Within 24 hours of Pickup, the full price is payable.
21. We reserve the right to cancel an Order we have accepted at any time without any liability to you if the Services are not available or are no longer available, or fulfilling the Order becomes impracticable or uneconomic due to any cause beyond our reasonable control.
22. We may retain any deposit and payments you have made towards the price at our sole and absolute discretion and regardless of whether you cancel your Order under Clause 20 or we cancel your order under Clause 21.
23. You also agree to indemnify us for any losses or costs incurred by us in the cancellation of the Order.

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Pickup & Delivery

24. The date, time and location of pickup of your Goods will be mutually agreed between us and you. Once a date, time and location has been agreed we will use our reasonable endeavours to be at that location on that date and at that time. However, we are not liable to you in any way should we be late in showing up by any length of time.
25. If the Goods are not available for pickup within a half hour of the time you notified to us on the date and location you notified to us you will be charged an hourly rate of \$200 + GST until such time as the Goods are able to be picked up or the Order is cancelled. We may cancel the Order at our absolute discretion anytime after that half hour time period.
26. Delivery takes place upon our notification to you that the Services are complete and/or our providing to you the Services (whichever is the earlier).
27. Any stated or agreed date for Delivery is an estimate and is not a binding commitment on our part. We will endeavour to complete the Services on time but are not liable to you for failure to do so and that failure does not entitle you to cancel the Order or seek costs/damages from us.
28. You agree that we have sole and absolute discretion as to the means, route and procedures to be following in respect of the handling, storage, transport and delivery of the Goods and the performance of the Services. If we specify and agree with you to use any particular means, route or procedure, we will use our reasonable endeavours to do so but if circumstances arise such that if, in our reasonable opinion, it is necessary or desirable to deviate from the agreed means, route or procedures we may do so at your cost and without notice and without incurring any liability to you as a result of such deviation.
29. If we hold the Goods under these terms for any reason, we may transport the Goods to another location for storage and all costs incurred will be for your account, including reasonable administration costs.

Risk & Insurance

30. Risk in the Goods remains with you at all times and you acknowledge that it is your responsibility to have in place appropriate and adequate insurance for the Goods.
31. We do not take responsibility for photos at pickup. Without photos at pickup, we reserve the right to decline any claims of damage being made by you.
32. We do not accept any responsibility, claim or liability for:
 - a) Damage caused by leaking fluids, battery acids, cooling system and anti-freeze solution, or industrial fallout;
 - b) Damage caused by a Force Majeure Event;
 - c) Hidden damage or damage that is undetectable at time of pickup due to, but not limited to, the Goods dirty condition or weather-related condition;

- d) Damage or failure of the Good's mechanical, electrical, alignment, suspension or exhaust systems, muffler or tail pipes;
- e) Damage or loss to audio or video equipment not installed at the factory, including antenna that does not retract to within 10cm of the Good's body;
- f) Damage or loss of personal, household or any other items left in the Goods;
- g) Damage caused by fluids or objects flying up from the roadway or out of the sky;
- h) Damage to a Good that is a non-runner or a caravan;
- i) Damage of any sort to a vehicle that has been picked up in an existing state of damage;
- j) Damage to the underside of Goods that has less than 150 millimetres ground clearance; or
- k) Damage arising from your own or any other person's actions or omissions.

Security Interest

33. You agree to grant us a security interest for the purposes of the Personal Property Securities Act 1999 ("PPSA") over the Goods and over all present and after acquired property of yours until payment of all amounts owed to us has been received in full.
34. You agree that we may take all steps required to perfect our security interest under the PPSA and you agree to execute any documents and provide us with all necessary information for this purpose. To the maximum extent permitted under the PPSA, you agree to waive your rights as a debtor. In particular, you agree to waive your right to receive a verification statement if we register a financing statement or a financing change statement.
35. If you are non-resident of New Zealand, reference in Clauses 33 and 34 to the PPSA includes reference to any statute or legislation that is domestically equivalent for the purposes solely of allowing us a security interest in the Services.
36. We are entitled to sell or dispose of all Goods which, in our reasonable opinion and only after due inquiry, cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by you or any authorised person of yours. We will only be entitled to sell or otherwise dispose of such Goods after we have provided to you fourteen (14) days' written notice of our intention to sell or otherwise dispose of the Goods.

Warranty

37. Our warranties:
 - a) We warrant that Services will be carried out in a good and workmanlike manner and be fit for the purpose of which you have notified us and to which we have agreed in writing.
 - b) We will make good any substantiated defect in the Services provided to you if written notice of the claim is made within seven (7) days of Delivery whichever is the earlier. We will investigate your claim as soon as practicable and if we agree the claim is substantiated, we will address your claim in

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accordance with Subclauses 39(a)-(c) as expediently as practicable.

- c) If we fail to perform our warranty obligations, liability for such failure shall be subject to the limitations provided in Clauses 39 to 45.
38. You warrant on a continuing basis:
- a) that you are either the owner of the Goods or the authorised agent of the Goods and are authorised by any person who has or may acquire an interest in the Goods to enter into and accept these terms.
 - b) and represent that all the information provided to us, particularly descriptions, values and other particulars of the Goods, are accurate and complete.

Limitation of Liability

39. Our liability for any defect, or for any cost, loss, damage or claim arising directly or indirectly in relation to the Services provided by us, whether arising in contract, tort (including negligence) or otherwise, shall be limited to either (at our sole and absolute discretion):
- a) Refunding your deposit or any payments made by you to us and releasing you from your obligations under these terms; or
 - b) Modifying the Services at our own expense within a reasonable timeframe after you have given us notice of the defect; or
 - c) Replacing the Services.
40. We are not liable for any defect in the Services if the information you have provided us is inaccurate or unreliable and you agree to hold us harmless accordingly.
41. We are not responsible to you or any third party for any defect in Services that results partly or wholly from:
- a) The act or omission of any third party; or
 - b) A cause beyond our reasonable control, including any Force Majeure Event.
42. We are not responsible in any circumstances for any indirect, consequential or special loss, loss of profits or economic loss including but without limitation to if said losses arise due to us not delivering to you the Services on the date specified for delivery.
43. Where there is contributory negligence on your part, our liability shall be reduced by the extent of your contributory negligence.
44. All warranties implied by customary practice, at law or under statute are excluded to the extent legally permitted.
45. If you are engaging our Services for business purposes, then the provisions of the Consumer Guarantees Act 1993 shall not apply.

Personal Information

46. You authorise us to collect and hold your personal information and/or your related parties' personal information from any source to be used and disclosed for the following purposes:
- a) administering, whether directly or indirectly, Orders and enforcing our rights accordingly;
 - b) ascertaining at any time your creditworthiness and obtaining at any time credit reports or credit statements;

- c) enabling us to notify any credit reporting agency or any application for credit or default on any obligations of yours to us and to provide such personal information to any credit agency so such credit agency can maintain correct records; and
 - d) enabling you to communicate with us for any purpose.
47. If you do not allow us to collect and use personal information, we may be unable to provide the Services.
48. Where you are an individual, the authorities under Clause 46 are authorities or consents for the purposes of the Privacy Act 2020.
49. The term "related parties" under Clause 46 means any guarantor of your obligations to us and, if you are a company, trust and/or limited partnership, then your directors, shareholders, trustees, beneficiaries, limited partners and/or general partners (and the general partners' directors and shareholders) as required or as applicable.

Governing Law

50. These terms are governed by New Zealand law and any dispute under these terms or action against us shall be subject to the exclusive jurisdiction of all courts of New Zealand.
51. You accept that any proceedings issued against us by you may only be filed and heard in Hamilton, New Zealand and hold us harmless accordingly.

Force Majeure Event

52. In the case of a Force Majeure Event, we shall not be in breach of our obligations or responsibilities under these terms.
53. We will endeavour to notify you of a Force Majeure Event.
54. The operation of these terms (but not those that by reasonable implication survive) will be suspended during the period (and only during the period) in which a Force Majeure Event continues, provided that:
- a) immediately upon the event ceasing to exist the party relying upon it must give written advice to the other of this fact.
 - b) If the event continues for a period of more than sixty (60) business days and/or substantially affects the commercial basis of the Order between us and you, the parties agree to consult together for the purposes of agreeing what action should be taken in the circumstances and, if appropriate, must negotiate in good faith to amend and modify appropriately the provisions and terms of the Order as necessary to deal with the reason for the inability to perform.
 - c) If such negotiations are unsuccessful the party not claiming relief under this clause may terminate the Order upon giving twenty (20) business days written notice of such termination to the other party.

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Miscellaneous

55. We reserve the right to alter these terms at our sole and absolute discretion. You cannot alter these terms without our written agreement. Notice of the alterations to these terms by us will be deemed as being given once we have updated our website with the altered terms.
56. No delay or failure by us to act or insist upon any right shall be regarded as a waiver and every right remains enforceable and may be exercised by us at any time.
57. You may not assign or transfer your rights under these terms to any third party without obtaining our prior written consent.
58. Where you are a company, trust or limited partnership, each of the directors, trustees or general partner(s) or directors of the general partner(s) personally guarantee your obligations under these terms on a joint and several basis.
59. If any clause of these terms shall be invalid or unenforceable the validity, legality and enforceability of the remaining clauses of these terms shall not be affected, prejudiced or impaired and will remain enforceable to the greatest extent permitted by law.
60. Any notice or communication given by us under these terms of trade is served when the notice or communication is sent to your usual or last known email address and is deemed to have been served upon clearance from our email address' outbox
61. We shall not be bound by any error or omission made by us on any invoice, quotation, estimate or any other document issued by us.
62. All clauses of these terms which by their terms or by reasonable implication are to be performed in whole or in part after termination of these terms, shall survive termination regardless of how these terms are terminated.
63. We reserve the right to charge a transaction fee of 2.5% of the amount you have paid if your money is refunded.

Definitions

64. "**Delivery**" has the meaning given to it in Clause 26.
65. "**Force Majeure Event**" means vis major, or an event, or an action that will give rise to a breach from an act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, World Health Organisation pandemic (whether accepted by the New Zealand government or otherwise or the government of the Customer's jurisdiction), prevention from or hindrance in obtaining any financial instrument or other supplies, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, bank intervention (including but not limited to freezing of accounts, refusal by a bank to release or move funds on a Party's instructions, sanctions, injunctions or other forms of sanction or estoppel against the bank itself, failure or insolvency of the said bank), labour disputes of

whatever nature and any other reason beyond our control.

66. "**Goods**" means the goods that are to be transported by us in accordance with these terms.
67. "**Order**" means an order, request or instructions for Services from us by you.
68. "**Pickup**" means the date, time and location of your Goods as agreed between us and you under Clause 24.
69. "**Services**" means any services agreed by us in writing to be provided to you under an Order.
70. "**Us**", "**we**", or "**our**" means Six Star Transport Limited, a duly incorporated company with registered offices at Hamilton, New Zealand and company number 8596507.
71. "**You**" or "**Your**" means the person (whether having separate legal personality or not) seeking Services from us.