

## NEW ZEALAND SPECIFIC TERMS AND CONDITIONS OF QUOTE

1. All services ("Services") provided by Hellmann Worldwide Logistics (the Company or HWL) are subject to any applicable transportation document issued by or on behalf of HWL, these NZ Specific Terms and Conditions of Quote and HWL's Terms and Conditions of Trade (available here <https://www.hellmann.com/nz-terms-and-conditions> or on request) (together "Terms"), unless otherwise specifically agreed in writing, each of which contain limitations and exclusions on liability of the carrier and of HWL. Transportation document(s) shall be defined as any document evidencing the contract of carriage issued by HWL or for Services provided by HWL wherever located and are fully incorporated herein. These shall include but not be limited to a Bill of Lading, Sea or Air Waybill, Powers of Attorney, Shipper's Letter of Instruction, Standard Terms and Conditions, Local Country Specific Terms and Conditions. Should you require a copy of any transportation document terms and conditions, HWL shall endeavour to make those available to you. Any booking made by the Customer shall constitute Customer's acknowledgement and consent to all Terms. Any conflict or inconsistency between the documents making up the Terms will be resolved in the following order of priority: (i) bill of lading or waybill in which HWL contracts as carrier; (ii) the HWL NZ Specific Terms and Conditions of Quote (which will, in turn, prevail over any other notes and terms in any HWL Quote); (iii) HWL's Terms and Conditions of Trade. Terms defined in HWL's Terms and Conditions of Trade will have the same meaning when used in the NZ Specific Terms and Conditions of Quote.
2. References in HWL's Terms & Conditions of Trade to:
  - a. the New Zealand Carriage of Goods Act 1979, shall be deemed to be a reference to Part 5, Subpart 1 of the New Zealand Contract and Commercial Law Act 2017;
  - b. the Warsaw Convention shall be deemed to be a reference to the Convention for the Unification of Certain Rules for International Carriage by Air (known as the Montreal Convention), or whichever other international carriage convention applies to the Services in accordance with its terms and relevant domestic law.
3. The rates set out in this Quote are based on the information provided by the Customer, the prevailing rates (and acceptance, equipment & space availability) of Ocean Carriers/Airlines and any other carrier or third party service provider engaged by HWL to provide the quoted Services, and other estimated or quoted third party or Authority costs or charges. Therefore, the rates set out in this Quote are subject to change based on availability and prevailing rates and costs at the time of booking.
4. Additional (or increased) duties, taxes, costs, charges, fees and other disbursements which may not be referred to in this Quote are payable on demand by the Customer if incurred by HWL in connection with (or incidental to) the Goods or the performance of the Services, whether or not known or contemplated by (or within the control of) HWL or the Customer at the time of booking or at any other time, including but not limited to storage charges, loading, unloading, onforwarding, or transhipment charges, cancellation charges, charges on account of congestion or delay (including demurrage or detention charges), new or amended surcharges, additional carrier or third party service provider charges, any Goods recall, removal or destruction costs or charges or requirements imposed by any Authority.
5. HWL's charges are calculated and quoted on the basis of normal trading and market conditions. HWL may increase its charges without notice in response to unusual or unexpected conditions or other events or circumstances beyond its reasonable control, including industrial action, container or shipping availability, blockages, action or inaction by any Authority, act of God, act of war or terrorism, epidemics and pandemics (including the consequences of the spread of COVID-19).
6. All information provided to HWL by the Customer is subject to validation by HWL or third-party service providers. HWL and/or third-party service providers may re-measure or re-weigh any Goods provided to HWL. Any deviations may result in a change to this Quote. If the Customer becomes aware of any changes in either, the weight, commodity or dimensions, HWL needs to be notified immediately as this may affect the quoted rates.
7. The exchange rate(s) used in this Quote is an indicative rate based on the prevailing rates at the date the Quote is prepared. The exchange rate applied to the actual shipment will be the prevailing rate on the day the applicable invoice(s) is raised by HWL and will also be subject to our currency adjustment factor.
8. For all oceanfreight LCL and breakbulk shipments, unless otherwise specified by HWL:
  - a. Rates are based on per CBM or per 1000 KGS, whichever is greater. The weight and volume will be converted to freight ton for the purpose of this quote. All per in cuft/lbs rates in the quote will be re-calculated into cbm/kgs. Minimum calculation is 1cbm or 1000 KGS.
  - b. LCL rates are based on Goods able to be double stacked within a container. If the Goods are unable to be double stacked, the rate applied will be double freight.
  - c. For Pre- and On-carriage rates the volumetric weight ratio is calculated based on 1cbm = 333kgs or 1 ton = 3 cbm (or equivalent in cuft/lbs).
9. All oceanfreight Quotes are provided by HWL as exclusive agents of Pelorus Ocean Line Ltd.
10. For all airfreight Quotes, HWL will apply the dimensional or volume weight factor according to IATA standards. Whichever weight is higher between the gross and the volume/dimensional weight of the shipment will become the chargeable weight for purposes of the quote. All per kg/lbs rates in the quote are based on the chargeable weight. Imperial shipping factor examples: 166 in<sup>3</sup>/lb = 10.4 lb/ft<sup>3</sup>; Metric shipping factor examples: 6000 cm<sup>3</sup>/kg = 166.667 kg/m<sup>3</sup>
11. Payment is due on the due date stated on invoice(s) issued by HWL unless credit terms have been expressly agreed in writing by HWL. Any customs duty, taxes and disbursements are payable immediately by the Customer on issue of an invoice, unless otherwise expressly agreed by HWL.
12. HWL strongly recommends that you protect your Goods with all-risk insurance. Insurance will not be effected by HWL except as agent for the Customer on specific written instruction from the Customer (and subject to an applicable fee). Please ask a HWL representative for more information. Any insurance quotes provided in this Quote shall not be binding unless a separate insurance certificate has been provided to the Customer.
13. Unless otherwise expressly stated in this Quote, rates quoted are not valid for Dangerous Goods, Perishable Goods, over dimensional Goods, human remains, Goods restricted or prohibited by HWL's Terms and Conditions of Trade or by any carrier or third party service provider or any other Goods that may require special handling.
14. The rates within this Quote are valid as specified in the fields "rates valid from" and "rates valid through". If the Customer does not make a confirmed booking, with acceptance in writing to the Customer by HWL (and pay any deposit required by Hellmann) prior to the expiry date, the Quote is invalid and a new Quote must be requested.
15. In order for the Customer to be able to utilize the rates provided hereunder, all bookings must contain the mentioned Document Number.
16. Unless otherwise specified, the responsibility of managing the free time of containers and timely communicating the expiration and required return of containers shall be the sole and exclusive responsibility of the Customer and any and all charges such as demurrage and detention shall be for the account of the cargo owner, shipper and/or consignee.
17. By requesting Services from HWL, the Customer warrants that:
  - a. All of the Goods presented for Services (as well as the Customer and any consignee or other recipient of the Goods) comply with all applicable export control and/or sanctions laws, regulations, prohibitions or restrictions including but not limited to the New Zealand Customs and Excise Act 2018, EU Restrictive Measures, U.S. International Trafficking in Arms Regulations, U.S. Export Administration Regulations and US Office of Foreign Assets control (OFAC) regulations; and
  - b. If any licence, certification, consent, authorization or permit ("Authorisation") is required for any Goods (or for the Customer or any consignee or any recipient), the Customer has obtained and provided copies of such Authorisation to Hellmann or otherwise notified HWL in writing of the requirement for such Authorisation and obtained HWL's express written consent to deal with such Goods (or Customer, consignee or recipient).
18. COVID-19 Conditions.
  - a. The spread of the Coronavirus (COVID-19) has been officially declared a pandemic by the WHO. The consequences of the spread of COVID-19 include, amongst other things, carrier cancellations and service modifications causing global disruption of logistics services without or on short notice. These consequences of the spread of COVID-19 are outside the reasonable control of HWL. HWL may modify all or part of its Services, change its working procedures and the agreed rates, charge surcharges, pass on additional costs or otherwise take measures to adjust its operations and obligations towards customers to the then prevailing circumstances arising as a consequence of the spread of COVID - 19. HWL is not liable under any agreement for Services if, and to the extent that, such liability is caused by the consequences of the spread of COVID-19.
  - b. All Services provided by HWL are provided on the basis that the Customer and Owner assume all COVID-19 associated risks, and jointly and severally indemnify HWL on demand against all COVID-19 related liability, loss, damage, claims, demands, costs and expenses suffered or incurred by HWL in respect of the Goods or the performance of the Services (including for example any recall, removal or destruction of any Goods at the direction or requirement by any Authority).