

Standard Trading Conditions

All and any business undertaken by the Company shall be subject to the following Terms and Conditions:

Introduction

Except where the Company issues a Bill of Lading in which it is described on the reverse as the "Carrier", these Terms and Conditions shall apply to every Service performed by the Company where the Company issues a Bill of Lading in which it is described on the reverse as the "Carrier", these Terms and Conditions shall apply to every Service encompassed by the Bill of Lading except where inconsistent with the terms of the Bill of Lading. In the event of such inconsistency, the terms of the Bill of Lading shall prevail to the extent of the inconsistency but no further.

1. Definitions

In these Terms and Conditions, unless the context indicates otherwise:
 "Company" means Tall Networks (NZ) Limited, trading as Tall Global Forwarding, and its employees, servants, subsidiaries and associated entities;
 "Customer" means the shipper, consignee, the receiver, the consignee, the owner of the Goods, the bailor of the Goods, or the person for whom any of the Services are performed;

"Dangerous Goods" means such of the Goods as are, or become, in fact or at law noxious, dangerous, hazardous, explosive, radioactive, inflammable or capable by their nature of causing damage or injury to other goods or to any person or animals or to anything in which Goods are carried, handled or stored;

"Goods" means the chattels, articles or things tendered by the Customer for carriage or bailment or other services and includes the container or containers, unit load devices or other packaging containing the same and any other pallet or pallets delivered with the same to the Company;

"Perishable Goods" means such of the Goods as are, in fact or law, liable to deteriorate in quality and/or value and includes fruits, vegetables, dairy products and meats;

"Terms and Conditions" means these Standard Trading Conditions;

"Service" means the carriage, transport, movement, storage, Customs clearance and/or any other service performed or arranged by the Company;

"Subcontractor" includes:

i) Any person, firm or company with whom the Company may arrange to affect any Service in respect of the Goods;

ii) Any person, firm or company which is now or becomes a servant, agent, employee or subcontractor of any of the persons or entities referred to in (i) above;

iii) Any other person, firm or company (other than the Company) by whom the Services or any part thereof are arranged, performed or undertaken;

"Valuables" means bullion, coins, precious stones, jewellery, antiques or works of art. Words importing the singular include the plural and vice versa and words importing any gender include all genders and words importing a person include firm and corporation where appropriate.

2. Not a Common Carrier

a) The Company is not a common carrier and accepts no liability as such. Services are arranged or performed by the Company subject only to these Terms and Conditions which constitute the entire agreement between the Company and the Customer. No person has the authority of the Company to waive or vary these Terms and Conditions and the Company reserves the right to refuse at its sole discretion the carriage of the Goods for any Customer or any other person whether before or after the carriage or Service has commenced and further reserves the right to open and inspect all Goods at its discretion and at the Customer's expense.

b) In respect of the Services, the Company acts as agent only for the Customer and the Customer employs the Company as its agent to contract either in the Company's own name as principal or as agent with any Subcontractor for the performance of any of the Services. Any such contract may be made upon any terms of contract whatsoever used by the Subcontractor with whom the Company may contract for these Terms and Conditions and may be made upon any terms and subject to any conditions of any special contract which the Subcontractor may in a particular case of the Services including in every case terms which may limit or exclude liability and/or any term that the Subcontractor may employ any other Subcontractor for the performance of any of the Services. Similarly, the Customer authorises any Subcontractor whose services have been subcontracted in respect of any of the Services to further subcontract any of the Services to any party or Subcontractor on the same terms as provided to the Company above. In any event, the Company shall be entitled to the full benefit of all privileges, rights and immunities available to the Carrier or any Subcontractor under any Bill of Lading or any other document or document of title issued by the Company in respect of the Goods. Any Subcontractor's terms are available from the Company on request. Whilst not in any way lessening the effect of any other provision in these Terms and Conditions the Company shall not be liable for any loss or damage to the Goods whilst not in its possession.

3. Warranties

a) The Customer warrants that the person delivering the Goods to the Company is authorised to sign the Customer's letter of instruction or waybill which includes these Terms and Conditions and that the person delivering the Goods to the Company owns or having an interest in the Goods or any part thereof. Without prejudice to the foregoing warranty, the Customer undertakes to indemnify the Company in respect of any liability whatsoever or howsoever caused in respect of the Goods to any person who claims to have, has or may acquire an interest in the Goods or any part thereof.

b) The Customer warrants the accuracy of all markings and descriptions of the Goods, descriptions, values and other particulars furnished to the Company for the carriage, customs, consular and any other purposes and undertakes to indemnify the Company against all loss, damage, expenses and fines arising from any inaccuracy or omission in the description of the Goods.

c) The Customer warrants that the performance of any Service by the Company or arranged by the Company, to effect the instructions of the Customer in respect of the Goods, shall not be in breach of any law.

d) To the maximum extent permitted by law, all warranties or guarantees expressed or implied (whether by custom or law) in respect of the carriage of the Goods or any other Service provided by the Company or any Subcontractor pursuant to these Terms and Conditions, are excluded.

4. Limitation and Exclusion of Liability

a) The value of the Goods will not be treated so as to extend the Company's liability as provided for in these Terms and Conditions or under any other mandatory applicable law (including, without limitation, the Carriage of Goods Act 1973, the Maritime Transport Act 1994, the Civil Aviation Act 1990 or any of the international conventions referred to therein or otherwise) which is applicable and as amended from time to time) except on express written instructions given by the Customer and agreed to in writing by the Company.

b) In all other cases where there is a choice of rates according to the extent of liability assumed by the Customer and/or other service provider or subcontractor or other company or entity, no declaration will be made for the purpose of extending liability and the Goods will be forwarded or dealt with at the Customer's or owner's risk unless express written instructions to the contrary are given by the Customer and agreed in writing by the Company.

c) In all cases where liability has not been excluded or limited by these Terms and Conditions or by any mandatory applicable statute or convention of law, the liability of the Company is limited to the lesser of NZ\$100,000 or the value of the Goods at the time the Goods were received by the Company. In all cases, where liability cannot be excluded or limited by these Terms and Conditions, the liability of the Company for breach of any condition or warranty for Goods or Services or for negligence or for any other cause whatsoever is limited to any one of the following, as determined by the Company at its absolute discretion:-

- In the case of Services:
 - the supply of Services; or
 - the payment of the cost of having the Services supplied again.
- In the case of Goods:
 - the repair of the Goods;
 - the payment of the costs of having the Goods repaired;
 - the replacement of the Goods or supply of equivalent Goods;
 - the payment of the cost of replacing the Goods or acquiring equivalent Goods.

d) Subject to these Terms and Conditions, the Company shall not be liable for any loss or damage suffered by the Customer or any other person, howsoever caused or arising, whether caused by the negligence and/or recklessness and/or willful misconduct of the Company's servants, agents, employees, Subcontractors or otherwise, nor from any loss (whether direct, indirect or consequential loss) or damage resulting from or attributable to any quotation, statement, representation or information, oral or written, made or given on behalf of the Company or its servants, agents, employees or Subcontractors as to the classification of, liability for, amount, scale or rate of customs duty, excise duty or other import or tax applicable to any Goods in carriage or on the subject of the Services.

e) Without limiting the generality of the foregoing, the Company shall not be liable for any loss or damage suffered by the Customer or any other person as a result of a failure or inability of the Company or Subcontractor to collect or receive payment or delivery from any consignees or their agents whether caused by the negligence of the Company's servants, agents, employees, Subcontractors or otherwise.

f) It is hereby agreed between the Customer and the Company that the Customer's right to compensation for any claim for loss or damage will be extinguished unless:-

- Any claim for loss of or damage to Goods (including short delivery) is lodged in writing to the Company within 14 days of delivery of the Goods or the date by which the Services are completed, whichever date occurs first; or
- In the case of non delivery of Goods any claim must be notified in writing to the Company within 14 days from the date the Goods should have been delivered or the Services should have been completed, whichever date occurs first; and
- If any claim under (i) and (ii) has not been resolved, an action has not been commenced by the Customer in a court of competent jurisdiction within 6 months of delivery, or in the case of non delivery 6 months after the date of dispatch.

g) It is specifically agreed that the Company's liability for loss or damage shall be granted to the Company or the Subcontractors by the provisions set forth in these Terms and Conditions shall continue to have their full force and effect in all circumstances and

notwithstanding any breach of these Terms and Conditions or any condition hereof by the Company or the Subcontractor.

- The Customer shall indemnify the Company in respect of:-
 - any loss or damage arising from any inherent defect, quality or value of the Goods; and
 - any liability in respect of any loss of profits or indirect or consequential loss or damage arising from the Services performed in respect of the Goods including loss of market, or loss of contracts, howsoever caused.

5. Loading and Unloading on and from Transportation Vehicle

a) The Customer shall be responsible for the cost of and arranging for the loading and unloading of the Goods on and from the relevant transportation vehicle and will provide adequate and suitable facilities and equipment for loading and unloading the Goods from the relevant transportation vehicle.

b) In the event that there is a delay in the loading or unloading of the Goods by reason other than the default of the Company, the Customer shall be liable for the Company's expenses incurred by reason of the delay, including demurrage costs as notified by the Company orally or in writing from time to time or available upon request.

c) The Customer warrants that the Goods will be suitable for carriage in the transportation vehicle.

d) The Customer has the right to inspect the transportation vehicle before the loading of the Goods. Absent any inspection or complaint, the transportation vehicle will be deemed to be in an adequate and suitable condition for the carriage of the Goods. Thereafter, the Customer shall have no rights against the Company or any Subcontractors.

6. Warehousing

The Goods may, in the sole discretion of the Company, at any time be warehoused or otherwise held at any place or at any time be removed from any place at which they may be warehoused or otherwise held to any other place to be warehoused or otherwise held, in each and every case at the Customer's risk and expense and the Company will be entitled to charge for that warehousing in addition to all applicable charges for the carriage of the Goods or the provision of any Service hereunder.

7. Customer's Indemnity

a) The Customer shall indemnify the Company and its Subcontractors in respect of any claim, loss, damage, expense, payment, fine, interest, duty, tax, impost or other outlay whatsoever or howsoever caused, whether arising directly or indirectly from any Service arranged or performed by the Company in respect of Goods and/or in respect of any such cost incurred as a result of any breach of these Terms and Conditions by the Customer or any of the persons or entities referred to in (i) above.

b) Without limiting the generality of the foregoing, the Customer shall remain responsible to the Company for all charges (cash on delivery or otherwise) paid by the Company to any of its agents or Subcontractors which are not subsequently paid to the Company by the Customer or any consignee.

8. Insurance

The liability of the Company is defined and limited to any amount stated for specified loss and damage. The Customer is therefore advised to seek its own insurance cover generally. No insurance cover is provided by the Company except on express instructions in writing from the Customer and with the written agreement of the Company. Any insurance so effected will be subject to the usual exceptions and conditions of policies of the insurance company or underwriters taking the risk and the Company shall not be under any obligation to effect separate insurance on each consignment but may declare it on any general policy. Should such insurers dispute liability for any reason, the Customer shall have no recourse against the Company whatsoever and any recourse by the Customer shall be limited to an amount recovered from the insurers.

9. Subcontracting

The Company or any Subcontractor shall be entitled to subcontract on any terms the whole or any part of the Services and any exemption, limitation, condition herein contained and every right, exemption from liability, defence and immunity applicable to the Company or to which the Company is entitled shall be available and extend to protect all Subcontractors, agents or servants of the Company, every other person by whom the carriage of Services or any part thereof is performed and all persons who are or may be vicariously liable for the acts or omissions of any of the persons other than the Company mentioned herein. Similarly, every right, exemption from liability, defence and immunity applicable to any Subcontractor shall be available and extend to protect the Company. The Company shall be deemed to be acting as agent or servant on behalf of all such persons who shall to this extent be deemed to be parties to these Terms and Conditions.

10. Quotations

Quotations for the Services are made on an immediate acceptance basis and are subject to withdrawal or revision without notice at the Company's discretion.

11. Routes and Procedures

Subject to the express written instructions of the Customer, the Company reserves the right to choose or vary the means, route and procedure to be followed in respect of the carriage of Services performed in respect of the Goods. The Customer hereby authorises the Company to complete the carriage or Service with reasonable dispatch and to substitute alternate carriers or service providers without notice to the Customer and with due regard to the interests of the Customer substitute other means of transport or Service.

12. Brokerage and Commission

The Customer acknowledges and agrees that the Company may receive allowances, brokerages and commissions from shipping and forwarding agents, insurance brokers, airlines, and any other persons with whom the Company deals pursuant to these Terms and Conditions and that the Company shall retain all such allowances, brokerage and commission for its own account and shall not be obliged to account to the Customer for all or any part of them.

13. Payment of Debts

The Customer authorises the Company and its Subcontractors, but with no obligation on the part of the Company, to advance any duties, taxes, imposts, outlays or charges on any port or place in respect of the Goods and the Customer indemnifies the Company for the reimbursement of such disbursements and for payment of any fine, expense, loss or damage incurred by the Company in connection therewith.

14. Composition of charges, responsibility for charges, terms of credit, lien

a) The Customer shall be and shall remain responsible to the Company for all charges incurred for any reason for the Services performed in respect of the Goods, or any other directions the Customer may issue either orally or in writing. Such charges shall be deemed fully earned as soon as the Goods are loaded and despatched from the Customer's premises or otherwise delivered by the Customer to the Company and shall be immediately payable and non-refundable. If a Customer instructs the Company to provide any Service to the Customer, the Customer shall remain liable for the cost of that Service, notwithstanding that the Customer may consider some other person to be so liable.

b) Customer acknowledges that any charge invoiced by the Company and which is described or represented as being a charge or fee payable by the Customer will include the Company's handling fee. Such handling fee will not be separately itemised or disclosed on the invoice and the Customer agrees that the Company shall be under no obligation to separately itemise or disclose the same.

c) The Customer agrees that it shall not defer or withhold payment or deduct any amount from the account payable to the Company by reason of any claim it alleges against the Company.

d) Unless otherwise agreed by the Company in writing, the Customer must pay the full amount of each invoice in cash immediately on receipt of the Company's invoice.

e) If payment is not made within the period set out above, or as otherwise agreed by the Company in writing, the Customer agrees to pay:-

- Penalty interest at the rate of 2% per month (i.e. 26.682% per annum); and
- The costs incurred in collecting the debt.

f) Payment will be first applied to any charges incurred under (d) above, and then to any other outstanding charges.

g) The Customer agrees not to instruct any third party to invoice the Company for any goods or services unless the Company has previously agreed in writing to this being done and has agreed to accept the cost of the invoice.

h) If requested to do so, the Company may agree to pay GST or Duty on the Customer's behalf. The Customer agrees that:

- The Company may charge a handling fee for so doing;
- GST and Duty will be invoiced and must be paid in New Zealand dollars within seven days of the date of the Company's invoice for the same;
- The Customer agrees that the provisions of clause 14(b) to (d) above apply to GST and Duty, notwithstanding that the amount charged by the Customs Department or other applicable authority is excessive or has been incorrectly calculated.

i) Where the Company does not agree to pay GST or Duty on the Customer's behalf, the Customer shall, in advance of the arrival of the Goods, pay to the Company the amount notified by the Company as being required. The Company shall be under no liability whatsoever where the Customer's neglect or delay in the payment of the GST or Duty delays the Company's performance of the Services.

j) The Customer authorises the Company to obtain information from any source (in accordance with the Privacy Act 1993) in considering the Customer's application for credit.

15. Lien

The Company shall have a particular and general lien on the Goods or cargo of the Customer and any documents relating thereto and on any other goods or cargo of the Customer in the possession of the Company or any documents relating thereto and on any other goods or cargo of the Customer which may come into the possession of the Company or any documents relating thereto for all claims payable by the Customer to the Company (whether overdue or not and whether or not the sum payable relates to the goods or documents in the Company's possession) and for that purpose the Company shall have the right to sell any such goods by public auction or private treaty without further notice to the Customer.

16. Valuables, Dangerous Goods, Perishable Goods, Livestock, etc.

a-) Except as agreed in writing, the Company will not accept Dangerous Goods, Valuables, Perishable Goods, livestock or plants for Services arranged or performed by the Company. Similarly, notwithstanding these Terms and Conditions, the Company or the Customer or cause the Company to handle or deal with any such goods otherwise than as agreed in writing, the Customer shall be liable for any loss or damage thereto or consequent thereon whether direct, indirect or consequential and howsoever caused and

the Customer shall indemnify the Company from and against all penalties, taxes, duties, claims, demands, damages, costs and expenses arising in connection therewith.

a) Any such Valuables, Dangerous Goods, Perishable Goods, livestock or plants may be destroyed in the sole and absolute discretion of the Company or any other person in whose custody they may be at the relevant time. If such Valuables, Dangerous Goods, Perishable Goods, livestock or plants 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 Company or any other person in whose custody they may be at the relevant time. In the event that the Goods are destroyed or otherwise dealt with as aforesaid, the Company shall bear no liability therefor and the Customer shall indemnify the Company and its Subcontractors from and against all costs and expenses with respect thereto.

b) The Customer undertakes that any of the Goods referred to in (a) above (including their covering, packaging, containers and other devices they are carried in) shall be distinctly marked having regard to their nature. The Customer further undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of any Service having regard to their nature and in compliance with all laws and regulations which may be applicable with respect to any Service. The Customer shall indemnify the Company against all claims, losses, damages, or expenses arising in consequence of any breach of this clause.

c) The Customer's compliance with (b) above in no way reduces or limits those rights afforded to the Company under (a) of this clause.

17. Delivery

The Company is authorised to deliver the Goods to the consignee or his agent at the address nominated to the Company by either the Customer, the consignee or other agents and it is expressly agreed that the Company shall be deemed to have delivered the Goods in accordance with these Terms and Conditions if it obtains a receipt or signed acknowledgment from the Customer by any person at that address.

b) If the nominated place of delivery is unattended or if delivery cannot otherwise be effected, the Company in its sole discretion may at its option either deposit the Goods at the nominated place or store the Goods at the risk and expense of the Customer, both of which will be deemed to be delivery of the Goods under these Terms and Conditions.

c) Dates specified for or in respect of the carriage of the Goods or the provision of any Service and the Company shall not be liable for failure to complete carriage or any other Service on such date or dates or for any consequences of any such delay.

18. Sale and Disposal of Goods

The Company or its Subcontractors shall be entitled at the cost and expense of the Customer, subject to compliance with any applicable law, to sell or dispose of:

- Goods which, in the opinion of the Company or Subcontractor, cannot be delivered by reason of the Goods being insufficiently or incorrectly addressed or by reason of the Goods not being collectible or acceptable to the consignee or other Service addressee;
- Any Perishable Goods which in the opinion of the Company or the Subcontractor appear to be deteriorating.

if the Customer fails to adequately instruct the Company with respect thereto or fails to pay any costs and expenses necessary to implement the Customer's instructions.

19. Scope of Application

Save as otherwise provided herein, the Company shall in no circumstances whatsoever or howsoever arising be liable for direct or indirect or consequential loss or damage of any kind. The defences and limits provided for in these Terms and Conditions shall apply to any restriction on the Company's liability for loss or damage or delay whether the action be founded in contract, tort, or otherwise.

20. Regulation Compliance

The Customer shall comply with (and will be solely responsible for compliance 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 packing, carriage, storage, customs clearance, delivery or other Services in respect of the Goods, and shall furnish such information and provide such documents as may be necessary to comply with such laws and regulations. The Company shall not be liable to the Customer for loss or expense due to the Company's failure to comply with this provision.

21. Law and Jurisdiction

Any dispute arising under these Terms and Conditions shall be governed by the laws of New Zealand and shall be determined exclusively by the courts of New Zealand.

22. Enforceability

It is hereby agreed that if any provision or part of any provision of these Terms and Conditions is unenforceable, such unenforceability shall not affect any other part of such provision or any other provision hereof. Further, should the Company elect not to exercise any of its rights under these Terms and Conditions, under any other contract/agreement or under law, such election shall not constitute a waiver of any rights relating to any other or subsequent breach by the Customer.

23. Customer's Forms

Any use or acceptance of an order on the Customer's own form will not derogate from the application of these Terms and Conditions.

24. Other Provisions

a) Any relief from liability contained in these Terms and Conditions is to be read subject to any restriction on contracting out of liability provided in any legislation binding on the Company so that the provisions of relief contained in these Terms and Conditions are limited or rendered ineffective only to the extent required to give effect to that legislation but are otherwise fully effective and all the provisions hereof are severable and effective independently of any provisions which are null and void or ineffective by reason of any legislation.

b) Unless written notification to the contrary is given by the Customer to the Company at or prior to entering into these Terms and Conditions, the Customer expressly warrants and represents that all or any Services to be supplied by the Company and acquired by the Customer pursuant to these Terms and Conditions are supplied and acquired for the purposes of a business, trade, profession or occupation carried on or engaged in by the Customer and to that extent the Customer will not assert or attempt to assert any rights or claims against the Company under the provisions of the Consumer Guarantees Act 1993.

c) If the carriage of Goods involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention (1929) or the Warsaw Convention as Amended at the Hague (1955) may be applicable and may govern and in no case limit the liability of the Company in respect of loss, damage or delay to cargo, unless a higher value is declared in advance by the Customer and a supplementary charge paid if required.

d) Any personal information that the Customer may be collected and held by the Company and may from time to time:

- be used by the Company to assess the creditworthiness of the Customer, including disclosing any personal information to the credit reference agency;
- be given to any other person in response to a credit enquiry by that other person or for debt collection purposes;
- be given to other companies in the Company's group of companies or used by the Company for sending the Customer marketing, promotional or other material relating to the services provided by the Company or the Company's group of companies.

Under the Privacy Act 1993 the Customer has the right to access to and correction of its personal information held by the Company.

25. Force Majeure

Where the Company is unable to carry out any obligation under these Terms and Conditions due to any circumstance, matter or thing beyond its reasonable control ("force majeure"), the Company shall be excused from such obligation to the extent of such prevention, restriction or interference so caused.

Issued August 2010