



TERMS OF QUOTATION

Please note that this quotation does not include any Duty, GST or other statutory charges which may be applicable.

This quotation is based on today's exchange rates, which may be different at the time of shipment.

- I. All business with Röhlig New Zealand Ltd. is undertaken and performed subject to its Terms and Conditions of Trade, a copy of these is available on our website or upon request.
- II. Rates quoted for transportation are based on tariff's currently in force with the carriers and are subject to our Terms and Conditions of Trade. Ocean & Air freight is based on the surcharges prevailing at the time of shipping and will be adjusted if any changes occur. However, we will endeavour to give early notice wherever possible. Surcharges include but are not limited to CAF, BAF, LSS, PCS, PSS, GRI's, Airline Fuel & Security Surcharges, etc.
- III. This quotation does not include marine Insurance, we strongly suggest you request to have your goods transport insured. Insurance rates are available on request.
- IV. Storage charges at sea port / airport or warehouse incurred by shipments that are not collected by their owners: in the event of the goods being abandoned or uncollected, all the freightage, terminal expenses, warehousing charges at the seaport / airport or warehouse and customs charges, as well as the eventual costs of returning the goods shall be paid by whom who has contracted the carriage service. In case of abandonment of cargo, the customer as well as both shipper and consignee on any transport document issued for this cargo shall remain fully liable for all costs that arise from the removal and / or disposal of the abandoned goods and all related costs and fees.
- V. All origin / destination charges are additional where not specifically mentioned .All quotations are subject to carrier space and equipment availability. All weight and dimensions are subject to carrier approval. All quotations are based on containers and/or packages being within legal weight limits.
- VI. All delivery / pick up rates are based on services rendered between regular business hours, that is to say from Monday to Friday, from 8 AM until 5 PM, and are based on business pick up / deliveries only / and premises having an available loading / unloading dock. Any request for additional services is not included in our quotation unless stated.
- VII. Delivery / pick up rates are based on live load/unload unless otherwise noted. Waiting time will be charged for each additional hour thereafter at either the estimated hourly rate or, if no estimate has been given, at the rate that is usual when the waiting time is incurred.
- VIII. Forwarding quotations cover general cargo only unless specified otherwise. Quotations for dangerous goods, upper deck cargo, perishable, valuable cargo and/or cargo not suitable for stowage in standard 20' or 40' containers (ocean freight) are available on request.
- IX. Quarantine fees, Duty, GST and any other statutory government charges payable are not included in our quotes unless specifically mentioned.
- X. We recommend that you ensure your suppliers are aware of all regulations laid down by the Ministry of Primary Industries (MPI) for Air, LCL and FCL cargo. The details of those requirements can be found at www.mpi.govt.nz. Cost for steam cleaning, fumigation or any other treatment directed by MPI is additional unless specifically mentioned.
- XI. All freight and ancillary charges as per agreement are due and payable to Röhlig New Zealand Ltd. regardless of the existence of, or planned lodgment of, a claim for loss or damages by either the consignor or consignee as per our Terms and Conditions of Trade.
- XII.
- XIII. Ex Europe – although we quote in US dollars we prepay the shipping line in the currency of the port of shipment and our freight invoices are in that currency.
- XIV. Where no credit arrangements have been agreed, payment for all charges is required COD in New Zealand dollars.
- XV. Local Port charges are set by the shipping line and will have to be adjusted should a change occur.
- XVI. Unless otherwise specifically stated, all amounts payable under this Agreement are expressed on a GST exclusive basis. If GST is payable on a Taxable supply, then the amount payable for the Taxable supply will be the amount specified in the Agreement plus GST.

Weight/ Measurement conversion

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|--------------------------------|--------------------------------|
| a. International Air freight | 1 cbm = 167kg |
| b. Air freight Cartage (metro) | 1 cbm = 167kg |
| c. Sea freight LCL (metro) | 1 cbm = 1000kg (minimum 1 cbm) |
| d. Intra Island Cartage | 1 cbm = 333kg |

- XVII. Quoted LCL rates apply to stackable general cargo only and exclude dangerous goods, perishables, temperature-controlled, oversized, over-length, out-of-gauge cargo, or any other special cargo, unless explicitly mentioned in the offer and explicitly accepted by Röhlig New Zealand Ltd. Unless otherwise agreed, any fee or charge, whether new or existing, with regards

to the Services and imposed or increased at any time by any government agency, underlying carrier, or other third party will be passed on in full to the Customer, including duties and taxes (if any).

- XVIII. **Container Detention:**
All Shipping Lines provide only 7 calendar days free time use of their Import and Export Containers, detention is applicable after this time. Free time starts based on the first day of container availability (Import) or first day of collection of empty container (Export). We require 2 full working days written notice to organize empty / full pickup of containers. Any detention incurred as a result of late written notification (verbal is not acceptable) will be invoiced to yourselves accordingly. Shipping Lines include weekends and public holidays in the free time use.
- XIX. **Quotation Validity Dates:**
Relate to shipping dates only, a booking confirmation is not an acceptance of, nor an extension of rate validity. For quotations to be valid, goods must have been 'Shipped On Board' prior to or on the expiry date.
- XX. **FCL**
Containers over 24 tonnes will be charged an overweight fee on pickup and delivery. Standard FCL delivery is based on drop and return, using a side loader. Wait for unpack rates are available on request. Shipping cargo in special equipment will incur additional charges.
- XXI. **LCL**
To, from/via Antwerp
Cargo exceeding 5.9m in length or with a weight more than 3 tonnes is subject to approval on a case by case basis. Additional charges may apply.
To, from/via Australia
Cargo must not exceed 5.7m long or 2.25m high and any one piece not exceed 5 tonnes. Any freight exceeding this will incur additional charges.
To, from/via Singapore
A high density/weight surcharge will apply for shipments over 5 tonnes.
To, from/via Hong Kong
If cargo exceeds 1tonne:1m3 it is defined as heavy cargo. Surcharges will apply. Individual packages exceeding 2.5tonne is subject to surcharges. Over-length (4m) and over-height (2.29m) requires prior approval and will be quoted case by case.
To, from/via USA
High density cargo surcharge will apply to cargo equal to or greater than 1000kg: 1m3
Over-length surcharge will apply to cargo over 3.80m
- XXII. **AIR**
Over-height (1.59m) and over-length (3m) are subject to additional fees and need to be quoted case by case. Dangerous goods will incur additional fees and need to be quoted case by case.
- XXIII. By requesting this quotation, the Customer warrants to Röhlig New Zealand Ltd., its agents and successors, that both the transportation of the cargo and the cargo itself for which this quotation is given, do not and will not violate any applicable law of the European Union, the United Nations, the USA or of individual Countries which have adopted in the fight against terrorism or which impose trade restrictions, such as embargoes and/or sanctions. In the event that such transportation violates any applicable law or regulation, the customer will defend, indemnify, and hold-harmless Röhlig New Zealand Ltd., its agents and successors from any and all liability, costs, expenses, and attorney's fees resulting from such violation. Röhlig New Zealand Ltd., assumes no obligation to undertake or assist Customer in any remediation of any such violation.
- XXIV. In regards to Sea Freight shipments loaded at, or discharged from, vessels at all United States ports. Carrier intends to enter into Negotiated Rate Arrangements (NRA) with its customers where applicable. This proposal is an offer to you to enter into a confidential Negotiated Rate Arrangement (NRA). You may accept this offer by (1) sending us an email specifying the Rate Proposal Number and stating that you accept the rates; (2) signing and sending the signed Rate Proposal back to us; or (3) by booking or tendering cargo in accordance with this offer. Notice: "THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT." Your acceptance will cover all shipments during the term of this Agreement, subject to any later amendment to which both parties agree.
- XXV. The principal must inform the freight forwarder and abide at the time of giving the instructions, to all regulations concerning marine safety regulations (e.g. SOLAS) and needs to provide instructions if trademark and industrial property rights of third parties e.g. license restrictions arising from the Ownership of the product as well as statutory provisions and official restrictions which may cause problems in the order procedure. Röhlig will pass on VGM/SOLAS charge where applicable.
- XXVI. Röhlig New Zealand Ltd. shall never be liable for any delay of whatsoever kind or length, unless a specific date of delivery has been agreed in the quotation. Such date shall only be provided upon specific request of the customer. Failing such prior request, all dates of delivery provided by Röhlig New Zealand Ltd. should always be considered a non-binding indication of expected delivery, subject change without further notice.
- XXVII. If either Party delays or fails to perform its obligations hereunder, that Party will be excused to the extent that such delay or failure (a) is caused by an event, occurrence or condition beyond its reasonable control and (b) has not been caused and/or contributed by the fault or negligence of the affected Party. This will include: Acts of God; floods, windstorms, natural

disasters; epidemics and pandemics (declared and undeclared); fires or explosions not foreseeable or preventable by Röhlig New Zealand Ltd; wars (declared or undeclared), riots, civil unrest, sabotage or acts of terrorists not foreseeable or preventable by Röhlig New Zealand Ltd; strikes, lockouts, labor unrest; actions by any governmental authority (whether later found to be invalid); court injunction or order; or embargoes. The Party affected by a Force Majeure event must without undue delay provide written notice to the other, explaining in detail the full particulars and expected duration of the Force Majeure event, and shall use its best efforts to remedy the delay if it can be remedied.

- XXVIII. Any claims or disputes arising out of or in connection herewith the contractual relationship between the parties shall be governed by the law of New Zealand and shall be finally settled in accordance with the rules of arbitration of the Arbitrators' and Mediators Institute of New Zealand to the exclusion of due process of law.
- XXIX. For information regarding our data-privacy, please visit and refer to: <https://www.rohlig.com/data-privacy>