

L G Anderson Limited

Conditions of Container Carriage

1. These Conditions of Carriage are to be read in conjunction with the L G Anderson Limited Terms of Trade and form part of those terms.
2. **Definitions**
 - a. *Import container* is any ISO container being uplifted full, from a pickup point (port or other point), delivered to the consignee for unpacking and once emptied, being dehiere to a container yard as directed by the Customer.
 - b. *Export container* is any ISO container being uplifted empty from a container depot, delivered to the consignor for packing and once full, being delivered to a designated drop off point (port or other point).
 - c. *Position movement* is any container moved from a designated pickup location and delivered to a designated delivery point in either a full or empty status.
 - d. *Over-weight surcharge* is applicable to all containers with a gross weight in excess of 24 tonnes.
 - e. *Gross weight* is supplied by the Customer and includes both the consignment weight (payload) and container weight (tare) being the total weight being uplifted by the swing lift or straddle onto the truck.
 - f. *Container size* refers to the ISO container size being either 20', 40' or special.
 - g. *Container type* refers to the ISO container types including GP (general purpose), HC (high cube), reefer, flat rack, nest, open top or special.
3. **Bookings**
 - a. Bookings will be on such forms as the Vendor may require.
 - b. Bookings will only be accepted where accurate and sufficient information is supplied by the Customer. This includes but is not limited to:
 - i. For an import booking: charge account, customer reference, container number, uplift port and wharf, full delivery address, dehire container depot details, vessel and voyage, ECN and/or numbers (where applicable), container size and type, container gross weight, details if over standard dimension or contains hazardous material, door direction for delivery, special requirements such as MAF inspection, customer contact person, telephone, email, and an estimated ready date for empty uplift available.
 - ii. For an export booking: charge account, customer reference, valid container release at container depot, container collection yard, confirmation of empty container availability at container depot, full delivery address, load port and wharf, vessel and voyage and cut-off, container size and type, container gross weight for export (port weight), details if over dimension or contains hazardous material, door direction for delivery, special requirements such as MAF inspection, customer contact person, telephone, email, and an estimated ready date for full uplift available. The Port needs to be pre-advised.
 - iii. For a positional move: charge account, customer reference, container number, full uplift address, full delivery address, container size and type, container gross weight, details if over dimension or contains hazardous material, door direction for delivery, special requirements such as MAF inspection, customer contact person, telephone and email.
 - c. The Customer is to ensure that any holds including MPI, Customs, Shipping Line and Port Company are released, and the container is available.
 - d. Container requests (whether empty or full) are to be emailed by the Customer to fcl@lganderson.co.nz
 - e. Customers are to nominate a single email address for booking acceptance and delivered confirmations.
4. **Documents**

All bookings are to be accompanied by relevant documentation including any required by MPI, NZ Customs, NZ Police or other relevant entity.
5. **Delivery**
 - a. The Vendor will uplift and deliver the full container within 3 working days of availability unless other arrangements have been agreed.
 - b. The Vendor will uplift and deliver the empty container within 2 working days (48 hours excluding weekends and public holidays) of availability unless other arrangements have been agreed.
 - c. The Customer is responsible for ensuring adequate access, staging and safe working area, including swing lift operation and manoeuvring of a truck and trailer unit on site for delivery of the container for the full window period.
 - d. The Customer is to ensure that unless night access for a night shift or weekend access for weekend shifts has been pre-arranged, the site is accessible for the day shift operating between 0700- and 1800-hours Monday to Friday.
 - e. The goods shall be deemed to have been delivered when they are physically deposited at the address given to the Vendor by the Customer or consignee for that purpose. No POD will be required unless requested and agreed prior to delivery.
6. **Accuracy of information**

The Vendor contracts and undertakes the delivery based on the information provided. Should any of the information be inaccurate or incorrect in any manner and such information results in additional costs, such costs will be charged to the Customer and all such costs will be accepted by the Customer, in accordance with our Terms of Trade. Occasions where such additional costs can be incurred include, but are not limited to:

 - a. Incorrect or invalid release supplied resulting in a wasted trip for empty collection – a standard wasted trip fee will apply and be charged to the Customer's account.
 - b. Incorrect gross container weights resulting in overweight infringements due to insufficient RUCs and permits – the infringement fee, any other cost and a 10% administration fee will apply and be charged to the Customer's account.
 - c. Incorrectly packed container resulting in an overweight infringement on one or more axles - the infringement fee, any additional costs including but not limited to on-cart and additional swing lift costs, unpacking and re-packing and a 10% administration fee will apply and be charged to the Customer's account.
 - d. Container notified as available for uplift but not available due to inability to access – a standard wasted trip fee will apply and be charged to Customer's account.
 - e. Container not ready with truck waiting on site – a hourly truck hire fee will be charged for the time on site in addition to the standard service charges.
 - f. Any delay on site not the result of the Vendor's actions where such delay exceeds 15 minutes - a hourly truck hire fee will be charged for time on site in addition to standard service charges.
7. **Demurrage**

It is important that the Customer carefully monitors their free days on the wharf to ensure they do not incur demurrage.

 - a. The Customer will be responsible for all demurrage charges unless expressly accepted by the Vendor at its sole discretion.
 - b. Any demurrage claim against the Vendor is to be accompanied by a proforma claim, the original demurrage invoice and any other relevant information to enable the Vendor to properly review the claim and decide whether to accept it or not.
 - c. The submission of a proforma claim to the Vendor does not imply acceptance of any liability or agreement by the Vendor to pay the claimed costs.
 - d. The maximum claim for demurrage is NZ\$1,500 per container unit per incident.
8. **Detention**

It is important that the Customer carefully monitors their free container hire days to ensure they do not incur detention.

 - a. The Customer will be responsible for all detention charges unless expressly accepted by the Vendor at its sole discretion.
 - b. Any detention claim against the Vendor is to be accompanied by a proforma claim, the original detention invoice (shipping line invoice) and any other relevant information to enable the Vendor to review and decide whether to accept it or not.
 - c. The submission of a proforma claim to the Vendor does not imply acceptance of any liability or agreement by the Vendor to pay the claimed costs.
 - d. The maximum claim for detention is NZ\$1,500 per container unit per incident.
9. **Charges**
 - a. Where rates have been negotiated and agreed between the Customer and Vendor, those rates will form the basis of the charges.
 - b. Where there are no agreed rates, the Vendor's standard charges will apply.
 - c. All charges are subject to a Fuel Adjustment Factor (FAF), as determined monthly by the Vendor, and GST.
10. **General**

These Conditions of Container Carriage together with the L G Anderson Limited's Terms of Trade sets out the entire contractual arrangement between the parties, unless specifically varied and agreed to in writing by both parties.