

# Terms and Conditions of Trade and Carriage

## Terms of Trade

### 1. Parties and Application of Terms

This agreement is entered into between Conroy ("Conroy") and the Customer.

All services provided by Conroy, including (without limitation) freight forwarding, transport, storage, handling, logistics coordination, and advisory services (the "Services"), are supplied exclusively on these Terms and Conditions (the "Terms").

These Terms constitute the entire agreement between the parties in relation to the Services and supersede all prior negotiations, representations, agreements, or understandings, whether written or oral.

The Customer agrees that no terms or conditions contained in any document issued by the Customer (including any purchase order or standard terms) will apply to the Services or form part of this agreement, unless expressly accepted in writing by Conroy.

### 2. Price Estimates

All price estimates are based on rates prevailing at the date of quotation and are exclusive of GST, unless stated otherwise. Estimates are valid for sixty (60) days from the date of issue unless otherwise agreed in writing by Conroy.

Price estimates may be varied where the Services required differ from the details originally provided by the Customer, including (without limitation) changes in quantity, weight, dimensions, method of handling, delivery requirements, or timing.

All estimates are subject to a Fuel Adjustment Factor (FAF) surcharge. Quoted rates may be adjusted to reflect any applicable FAF in accordance with these Terms. Conroy reserves the right to vary the FAF at any time prior to, or during, the provision of the Services to reflect changes in fuel costs.

The Customer must disclose at the time of requesting a quotation if any goods are non-stackable, oversized, overweight, hazardous, or otherwise difficult to handle or stow. Failure to provide accurate and complete information may result in additional charges, which the Customer agrees to pay.

### 3. Cancellation of Service

Services are deemed confirmed upon acceptance by the Customer and may not be cancelled without Conroy's prior written consent, which shall not be unreasonably withheld.

Where cancellation is approved, the Customer remains liable for all costs and expenses incurred by Conroy up to and including the date of cancellation, including (without limitation) administrative costs, labour, and any third-party charges.

### 4. Payment Terms

Payment is due in full on the 20th day of the month following the date of invoice, unless otherwise agreed in writing by Conroy.

Conroy reserves the right, without liability, to suspend or withhold the provision of Services where the Customer's account exceeds agreed trading terms or where any amount is overdue.

The Customer shall not be entitled to withhold payment or set off any amount owing to Conroy against any claim or dispute unless expressly agreed in writing by Conroy.

### 5. Payment Method

The Customer agrees to pay all charges owing to Conroy, including any charges of subcontractors engaged by Conroy, by electronic funds transfer (EFT) or such other method as Conroy may approve.

Credit card payments may be accepted at Conroy's discretion and will incur a 2.5% processing fee.

Freight and related charges are deemed earned once the goods are loaded and dispatched.

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## 6. Default, Costs and Enforcement

If the Customer does not pay on time or breaches these Terms:

The Customer must pay all costs incurred by Conroy in recovering any overdue amounts, including debt collection fees, legal costs (on a solicitor-client basis), and any related expenses.

These costs may be added to the Customer's account and must be paid on demand.

Conroy may charge interest on overdue amounts at 8% per annum, calculated daily, from the due date until full payment is received.

Conroy may require all outstanding amounts (whether due or not) to be paid immediately.

## 7. Lien

All goods and any documents relating to those goods shall be subject to both a particular and general lien in favour of Conroy for all sums owing by the Customer, consignor, consignee, or owner, upon such goods coming into Conroy's possession or control.

Conroy may retain possession of the goods and documents until all amounts owing are paid in full.

If any amounts owing remain unpaid for fourteen (14) days after written notice is given, Conroy may, without further notice, sell or otherwise dispose of the goods in such manner as it sees fit and apply the proceeds towards the outstanding debt.

Conroy shall not be liable for any loss or damage arising from the sale or disposal of the goods.

Any goods which cannot reasonably be sold may be destroyed or otherwise disposed of at Conroy's sole discretion.

## 8. Fuel Adjustment Factor (FAF)

All freight charges are subject to a Fuel Adjustment Factor (FAF) surcharge to account for fluctuations in fuel costs.

The applicable FAF rate may be adjusted periodically at Conroy's discretion, without prior notice, and shall apply to all services, including those previously quoted but not yet completed, to reflect changes in fuel costs, market conditions, or regulatory impacts.

The current FAF rate is published on Conroy's website [www.conroy.co.nz](http://www.conroy.co.nz) and may be updated from time to time. The Customer is responsible for referencing the current FAF rate. The FAF rate applicable at the time of service shall apply.

The Customer agrees that the FAF surcharge forms part of Conroy's standard charges and is payable in addition to any quoted rates.

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## Carriage Conditions

### 9. Customer Responsibilities

The Customer must ensure that all goods are properly and adequately packaged to withstand normal handling and transit, and that all information provided to Conroy is accurate, complete and sufficient to enable the safe and efficient performance of the services.

The Customer shall be liable for any loss, damage, delay, or additional costs arising from inadequate packaging or inaccurate or incomplete information.

Additional charges may apply where redirection, redelivery, reconsignment, or other variations to the original booking are required.

The Customer must disclose at the time of booking if any collection or delivery location is rural, remote, or subject to restricted access, including (without limitation) limited vehicle access, height or weight restrictions, or timing constraints.

Failure to provide such information may result in additional charges, delays, or reclassification of the service at Conroy's discretion.

### 10. Packaging of Items

Artwork, antiques, collectables, and other valuable items ("Valuable Items") must comply with Conroy's required packaging and crating standards.

Valuable Items exceeding one (1) metre in length must be crated unless Conroy expressly agrees otherwise in writing. Bubble wrap alone is insufficient for artwork and Valuable Items. At a minimum, packaging must include rigid cardboard protection, capped corners, and impact-resistant outer protection suitable for handling and transit.

Items containing glass must be clearly marked on all sides with visible cross markings and labelled "GLASS" and "FRAGILE".

All knobs, handles, hinges, fittings, or protruding components must, where practicable, be removed externally and securely placed or fitted inside the item prior to uplift.

Conroy reserves the right, at its sole discretion, to refuse acceptance of any item that is inadequately packaged or to arrange compliant packaging or crating at the Customer's cost and risk.

Acceptance of any goods by Conroy does not constitute confirmation that packaging is adequate and does not relieve the Customer of responsibility for any loss or damage arising from inadequate or unsuitable packaging.

The Customer acknowledges that Conroy shall not be liable for any loss or damage to Valuable Items that are not packaged in accordance with these requirements.

### 11. Insurance

Conroy does not provide, arrange, or offer any insurance cover for goods.

Insurance of goods is the sole responsibility of the Customer. The Customer must ensure that all goods are adequately and comprehensively insured at all times while services are being performed.

The Customer acknowledges that all goods are handled and transported at the Customer's risk and that Conroy is not an insurer.

To the fullest extent permitted by law, Conroy shall not be liable for any loss of or damage to goods howsoever arising.

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## 12. Liability of the Carrier

Goods are carried under Limited Carrier's Risk unless otherwise specified in writing in Conroy's quotation.

Where a shipment is specified as being carried at Owner's Risk, Conroy shall have no liability for any loss of or damage to the goods howsoever arising.

Conroy shall not be liable for any loss of or damage to the goods that:

- results from events outside Conroy's reasonable control;
- occurs after delivery; or
- arises from any act or omission of the Customer.

To the fullest extent permitted by law, Conroy shall not be liable (whether in contract, tort (including negligence), or otherwise) for:

- any indirect, consequential, or economic loss arising from delayed, late, missed, or rescheduled delivery, including (without limitation) loss of profit, revenue, opportunity, business, additional project costs, penalties, or increased expenses of any kind;
- damage to or loss of second-hand goods; or
- damage to or loss of glass, mirrors, stone, concrete, marble, granite, slate, or composite goods unless such goods have been disclosed to Conroy in advance and are packaged or crated in accordance with Conroy's requirements.

The Customer remains solely responsible for all project scheduling, contingencies, and dependencies and shall not rely on estimated delivery times or delivery dates as guarantees.

To the fullest extent permitted by law, all warranties, conditions, and liabilities implied by statute or common law are excluded, except to the extent that such exclusion is not permitted by law.

## 13. Notification of Claims

Conroy shall have no liability for any loss or damage unless:

- written notice of the loss or damage is received by Conroy within seven (7) days of delivery, or within fourteen (14) days of dispatch in the case of non-delivery; and
- legal proceedings are commenced within six (6) months of delivery or dispatch, as applicable.

Failure to strictly comply with these requirements shall bar any claim against Conroy.

The Customer shall not withhold payment of any invoices pending the resolution of any claim unless expressly agreed in writing by Conroy.

## 14. Excluded Goods

Unless expressly agreed in writing, Conroy will not carry:

- bullion, cash, jewellery, paintings, passports, or other valuables;
- dangerous, prohibited, or perishable goods; or
- inadequately packaged goods.

Conroy reserves the right to refuse to uplift or carry any goods that fall within this clause.

The Customer shall indemnify Conroy against all loss, damage, penalties, liabilities, and costs arising from any breach of this clause or from the carriage of such goods.

## 15. Right to Inspect

Conroy may, at its sole discretion, inspect any goods at any time and may refuse to accept, carry, or continue to carry any goods for any reason.

Any inspection by Conroy does not constitute acceptance of the goods or confirmation that they comply with these Terms and does not relieve the Customer of any responsibility or liability in respect of the goods.

# Terms and Conditions of Trade and Carriage

## 16. Ownership of Goods

The Customer warrants that it is either the owner of the goods or the authorised agent of the owner. Conroy shall have no obligation to enquire as to the ownership of the goods

The Customer accepts these Terms on its own behalf and as agent for all persons having any interest in the goods, and shall indemnify Conroy against all loss, damage, liabilities, and costs arising from any breach of this warranty.

## 17. Delivery

Delivery is deemed to have occurred when the Goods are made available at the delivery address specified in the Consignment Note, whether the Consignee accepts or takes possession of the Goods.

If delivery is refused, delayed, or cannot be completed for any reason not caused by any act or omission of Conroy, delivery shall nevertheless be deemed to have been completed, and the Customer shall remain liable for all freight and any additional costs incurred, including storage, handling, redelivery, or return charges.

### 17.1. Ground Floor Delivery

Unless otherwise expressly agreed in writing, delivery is undertaken on the ground floor or nearest safe accessible point basis only. Conroy is under no obligation to deliver goods beyond the ground floor, including (without limitation) up or down stairways, via lifts, ramps, or into specific rooms or areas.

Conroy shall not be liable for any loss or damage to property or goods arising from delivery beyond the ground floor or nearest accessible point. Any delivery beyond the ground floor shall:

- be undertaken solely at the Customer's risk;
- incur additional charges; and
- only be performed where Conroy considers access safe and practical.

### 17.2. Residential Deliveries

For residential deliveries, delivery shall be deemed complete at the front entrance of the premises, provided access is safe and unobstructed.

Conroy accepts no liability for any damage to property or goods occurring beyond this point.

Residential uplift or deliveries incur additional charges.

### 17.3. Rural and Remote Deliveries

Deliveries to rural, remote, or difficult-to-access locations are subject to Conroy's assessment of accessibility, safety, and operational practicality.

Conroy reserves the right, at its sole discretion, to classify any location as rural or remote. Where a location is incorrectly declared or subsequently reclassified, Conroy may apply additional charges, including retrospectively.

Any rural or remote surcharges shall be determined by Conroy having regard to distance, accessibility, and operational impact.

The Customer warrants that safe and suitable access is available for delivery vehicles, including (without limitation) adequate road conditions, turning space, clearance, and load-bearing surfaces.

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## **18. Weight and Measurement**

Conroy may, at any time, verify the weight, dimensions, and quantity of the Goods.

Where the declared weight, dimensions, or quantity of the Goods are found to be inaccurate or exceeded, Conroy may apply additional charges, including any costs incurred in verifying such measurements.

All packaging, including pallets, crates, wrapping, and other materials, shall be included in the calculation of freight weight and dimensions.

Conroy's determination of the weight, value, dimensions, or quantity of the Goods shall be final and binding.

## **19. Method and Route**

Conroy may, at its sole discretion, determine the method, manner, and route of carriage of the Goods.

Without limitation, Conroy may transport the Goods by any mode, and may load, unload, store, tranship, or otherwise handle the Goods as it considers necessary or appropriate.

Conroy may comply with any direction, requirement, or restriction imposed by any governmental, regulatory, port, or other competent authority, and any such compliance shall not constitute a breach of these terms.

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## General Conditions

### 20. Rate Review

All rates and charges are subject to periodic review and may be varied by Conroy at its discretion.

Without limitation, Conroy may adjust its rates to reflect changes in operational costs, including (but not limited to) fuel prices, labour, regulatory compliance costs, and market conditions.

Unless otherwise agreed in writing, rates will be reviewed at least annually, and any revised rates shall take effect thirty (30) days after written notice is provided by Conroy to the Customer.

### 21. Force Majeure

Conroy shall not be liable for any delay in performance or failure to perform its obligations where such delay or failure arises from any event beyond its reasonable control, including (without limitation) acts of God, natural disasters, adverse weather conditions, industrial action, government or regulatory restrictions, infrastructure failures, accidents, or disruptions to transport networks.

Conroy reserves the right to adjust its rates or apply additional charges to reflect any increased costs incurred as a result of such events.

### 22. Limitation of Actions

Conroy's responsibility for the Goods commences upon uplift and ceases upon delivery in accordance with these terms or upon collection by the Consignee.

A signed proof of delivery, without notation of loss or damage, shall be conclusive evidence that the Goods were received in apparent good order and condition.

Any notation marked "Subject to Inspection" (STI), or similar wording, on a proof of delivery shall be deemed invalid and shall not preserve any right of claim against Conroy.

The Customer and/or Consignee must inspect the Goods at the time of delivery, and any loss or damage must be clearly recorded on the proof of delivery at that time.

### 23. Consumer Guarantees Act 1993 (Contracting Out)

Where the Customer is acquiring services in trade, the parties agree that the Consumer Guarantees Act 1993 does not apply and is contracted out of to the maximum extent permitted by law.

This clause applies only to the extent permitted by section 43 of the Consumer Guarantees Act 1993.

### 24. Variation of Terms

Conroy may amend these Terms from time to time. The current version of the Terms will be made available on Conroy's website at [www.conroy.co.nz](http://www.conroy.co.nz) and Conroy will provide reasonable notice of any material changes.

The Customer's continued use of Conroy's services following such notice shall constitute acceptance of the amended Terms.

# Addendum - Notification of Claims and Limitation of Actions

To the Terms and Conditions of Trade & Carriage entered into between Conroy (“Conroy”) and the Customer

## **1. Incorporation and Priority**

This Addendum forms part of, and is incorporated into, the Terms and Conditions of Trade & Carriage between Conroy and the Customer.

In the event of any inconsistency between this Addendum and the Terms and Conditions, this Addendum shall prevail to the extent of the inconsistency.

## **2. Commencement and End of Liability**

Conroy’s responsibility for the Goods commences upon uplift of the Goods for carriage pursuant to a contract and ceases upon delivery to.

Liability ends once the goods are delivered to the Consignee or collection by the Consignee.

## **3. Proof of Delivery and Inspection**

Where a Conroy delivery docket (Proof of Delivery – POD) is signed without notation of loss or damage, such proof shall be conclusive evidence that the Goods were received in apparent good order and condition, and any claim shall be deemed invalid and barred.

Any notation marked “Subject to Inspection” (STI), or similar wording, shall be deemed invalid and shall not preserve any right of claim.

The Customer and/or Consignee is responsible for inspecting the Goods at the time of delivery, and any loss or damage must be clearly recorded on the POD at that time.

## **4. Residential Deliveries**

For residential deliveries, delivery shall be deemed complete at the front entrance of the property, provided access is safe and unobstructed and the Goods can be delivered without hindrance.

Where Conroy is requested to leave Goods unattended (including, without limitation, at a back door, garage, or similar location), Conroy shall have no liability for any loss or damage arising from or in connection with such delivery.

## **5. Notification of Claims**

Any alleged loss, damage, or non-delivery must be notified to Conroy in writing:

- within seven (7) days of delivery to the delivery address on the consignment note; or
- within fourteen (14) days after the date of dispatch in the case of non-delivery.

Upon written notification of a claim, Conroy will acknowledge the claim and request supporting documentation, including (without limitation) photographs, invoices, proof of value, and, where required, return of the Goods for inspection.

Failure to provide all requested information within thirty (30) days of the request shall render the claim void.

# Addendum - Notification of Claims and Limitation of Actions

## 6. Repair or Replacement

Conroy reserves the right, at its sole discretion, in the first instance, to repair or replace any damaged goods.

### (i) Repair

Proof of value must be provided, including copies of invoices for materials or invoices from the supplier of the goods to the Customer's business.

### (ii) Replacement

Proof of cost price for goods only must be provided. Cost price refers to the cost of manufacture by the Customer or the cost price supplied by the manufacturer.

Damaged goods must be made available to Conroy for salvage at Conroy's discretion.

Conroy is not liable (whether in contract, tort, or otherwise) for any loss of profit, loss of opportunity, or any indirect or consequential loss or damage of any kind. This includes, without limitation, costs associated with replacement such as international freight, customs duties, or handling charges.

## 7. Payment During Claims

The Customer shall not withhold payment pending claim resolution or set off any amount unless agreed in writing by Conroy.

At settlement:

- where an amount is outstanding and payable to Conroy, the claim amount may be set off against the Customer's debtor account in the first instance;
- where no amount is outstanding, the Customer may elect to receive either a credit to their account or payment to a nominated bank account.

## 8. Risk Options

Goods carried by Conroy are subject to the following risk options:

### (i) Limited Carrier's Risk

Conroy is liable for unintentional loss or damage up to a maximum of NZD \$2,000 including GST. This is the default contract unless otherwise agreed in writing.

### (ii) Owner's Risk

Where the contract specifies Owner's Risk, Conroy shall not be liable for any accidental loss or damage whatsoever.

## 9. Specific Risk Exclusions

Second-hand goods are carried at Owner's Risk unless otherwise specified in writing.

Goods made of composite or fragile materials, including (without limitation) mirrors, glass, concrete, slate, granite, and marble, are carried at Owner's Risk unless adequately crated and disclosed to Conroy prior to carriage.

Fragile Goods that are not appropriately packaged for transport, or not disclosed to Conroy, shall be carried at Owner's Risk.

## 10. Claim Eligibility

Claims will only be accepted from the freight payer, being the Conroy account holder.

## 11. Investigation and Processing

The Customer acknowledges that Conroy has obligations to both its insurers and internal quality and loss-prevention procedures to investigate claims. Conroy will endeavour to process claims within thirty (30) days of receipt of all requested information.