

# TERMS AND CONDITIONS

## 1 DEFINITIONS

1.1 In these terms and conditions, unless the context otherwise requires:

- (a) "360 Logistics" means 360 Logistics Group Limited (New Zealand company number 34304) and includes its respective successors and assigns and where appropriate, all other persons entitled to the benefit of these terms and conditions;
- (b) "Carriage" includes carriage to, beyond or within New Zealand and customs brokerage;
- (c) "Carrier" means any person or any other entity who is engaged by 360 Logistics on behalf of the Customer to undertake any part of the carriage of the Goods;
- (d) "Contract" means these terms and conditions, any quotation, order or other arrangement to which these terms and conditions apply and any consignment note in respect of the Goods and, if the Carriage includes airfreight or seafreight, the terms of such freight provided to the Customer by 360 Logistics;
- (e) "Container" includes any container, trailer, transportable tank, flat or pallet, or any similar article of transport or other means of conveyance, used to consolidate goods;
- (f) "Contractor" means any person, company or any other corporate organisation who is engaged or appointed by 360 Logistics on behalf of the Customer to undertake any part of the Handling of the Goods;
- (g) "Customer" means the person who instructs 360 Logistics to undertake Services (whether as owner of the Goods, or as someone who is, or who appears to be, the consignee or the consignor of the Goods, or the person acting on behalf of any such person);
- (h) "Dangerous Goods" includes any "hazardous substance" or "new organism" (as defined in the Hazardous Substances and New Organisms Act 1996) and any noxious, explosive, inflammable liquids or materials, poisons, corrosive substances and liquids, compressed gases, acids, radioactive substances, and any other goods, substances or liquids which in the opinion of 360 Logistics could cause damage or injury to other goods or likely to harbour or encourage vermin, borer, an "unwanted organism" (as defined in the Biosecurity Act 1993) or other pests;
- (i) "Freight Forwarding Services" includes the whole of the operations and services to be performed by 360 Logistics (including any incidental part of the Handling of the Goods) in connection with implementing the On-Forwarding Instructions and procuring or otherwise making the arrangements for the Carriage and Handling of the Goods and also includes any consultancy services performed by 360 Logistics;
- (j) "Force Majeure" means war, riots, civil commotions, terrorism, piracy, sabotage, blockade, cyberattack, hacking or other unauthorised interference with electronic communications or systems, strikes or other industrial action, fire, explosion, flood, drought, earthquake, adverse weather conditions, epidemic or pandemic, equipment malfunction or breakdown, acts or omissions by governmental, regulatory or other competent authorities or any other event or circumstance beyond the control of 360 Logistics (or any Carrier or Contractor).
- (k) "Goods" means the goods or other cargo accepted by, or which are the subject of instructions issued to, 360 Logistics from or on behalf of the Customer, and includes any Container not supplied by or on behalf of 360 Logistics;
- (l) "Handling" includes any packing, storage, transshipment, unloading, loading, handling, delivery and any other incidental services;
- (m) "On-Forwarding Instructions" means any instructions given by or on behalf of the Customer to 360 Logistics in respect of the Carriage and Handling of the Goods;
- (n) "Valuables" includes currency, bonds, bullion, coins, precious stones, jewellery, antiques and works of art.

1.2 Except to the extent that 360 Logistics expressly agrees otherwise in writing: (a) these terms and conditions exclusively apply (to the exclusion of anything contained in any purchase order or other terms issued by the Customer) whenever 360 Logistics provides any services in relation to any Goods to the Customer; and (b) issuing On-Forwarding Instructions or providing Goods for Freight Forwarding Services will be deemed to be acceptance of these terms and conditions, despite anything the Customer (or any other person) may state to the contrary.

1.3 Headings are inserted for convenience only and shall not affect the interpretation of these terms and conditions.

1.4 A reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate.

1.5 A reference to legislation includes any regulations promulgated under that legislation and any amendments to such legislation and regulations from time to time and to any replacement legislation.

## 2 CONSUMER GUARANTEES ACT 1993

2.1 The provisions of the Consumer Guarantees Act 1993 are hereby expressly excluded (and shall not apply) where the Customer is in trade and the Freight Forwarding Services are supplied and acquired in trade.

2.2 Where (in any other circumstances) the Consumer Guarantees Act 1993 applies, the Contract shall be read subject to the application of that Act and, in the case of any

conflict or inconsistency, the provisions of that Act will apply.

## 3 WARRANTIES BY THE CUSTOMER

3.1 The Customer hereby represents and warrants that:

- (a) they have full and exclusive legal and beneficial title to the Goods or is the authorised agent of the person with such title;
  - (b) they either enter into this Contract on their own behalf, or where acting as agent, they are authorised to enter into, and accept, and is accepting, these terms and conditions on behalf of the owner of the Goods;
  - (c) the Goods will not directly or indirectly soil, contaminate or otherwise harm or reduce the value of other property or goods, or cause harm to any person;
  - (d) they are competent and have all necessary knowledge of the matters affecting the conduct of business insofar as relevant to the Carriage of the Goods, including contractual and other obligations and need for insurance;
  - (e) all marks, weights, numbers, brands, contents, descriptions, values and other particulars, documents or information given to 360 Logistics with respect to the Goods or the Freight Forwarding Services are accurate and complete;
  - (f) the Goods are fit and safe to be Carried and Handled in the condition and packaging in which they are tendered to 360 Logistics (or in accordance with the Customer's instructions, if the Goods are tendered with instructions that 360 Logistics is to arrange packaging, and 360 Logistics, previously agrees in writing, to arrange such packaging); and
  - (g) the Customer has complied (and the Goods will at all times comply with) with all applicable laws and obligations and has obtained all necessary consents and authorisations in respect of the Goods and the Handling, packaging and Carriage of the Goods.
- 3.2 The Customer will provide such information and documentation as 360 Logistics may request in respect of the Goods or as may be necessary to carry out the On-Forwarding Instructions in compliance with all applicable laws.
- 3.3 The Customer hereby indemnifies 360 Logistics on demand against all claims, losses, costs and expenses, penalties and fines, or any other liability of any nature whatsoever suffered or incurred by 360 Logistics as a result of or in connection with: (a) any breach of these terms and conditions by the Customer, including any warranty given by the Customer in this clause 3; (b) the nature of the Goods; (c) the proper performance of the Freight Forwarding Services and acting in accordance with the On-Forwarding Instructions, including the procurement of the Carriage and Handling of the Goods and any claim by any person (other than the Customer) who claims to have, who has or may hereafter have any interest in the Goods or any part of the Goods.

## 4 FORWARDING AGENT

4.1 360 Logistics is providing the Freight Forwarding Services as agent of the Customer and not as a common carrier. 360 Logistics may refuse to perform services for any person, or to arrange Carriage, storage, packing or Handling for any class or particular consignment of goods.

4.2 360 Logistics is not a carrier but shall (as a forwarding agent only and subject to clause 4.1) procure or arrange Carriage and Handling of the Goods to be undertaken by other persons on behalf of the Customer.

4.3 Where, in any circumstances, 360 Logistics enters into a contract with any other person for the Carriage or Handling of the Goods, 360 Logistics does so as an agent for and on behalf of the Customer. Any such contract shall be a direct contract between the Customer and the third party and 360 Logistics has no liability whatsoever in connection with such contract, unless otherwise expressly agreed in writing. The Carriage and Handling of the Goods by any Carrier or Contractor are and shall be regarded as operations and services distinct from the Freight Forwarding Services provided by 360 Logistics.

## 5 SUBCONTRACTING

5.1 360 Logistics and any subcontractor shall be entitled to subcontract on any terms part or all of the Freight Forwarding Services performed by or on behalf of 360 Logistics as principal rather than as agent, or other related industry services including but not limited to warehousing and distribution, domestic transport and Carriage of the Goods. The subcontractors standard terms and conditions will apply where related to specialised service offerings that are outside the scope of the Freight Forwarding Services provided by 360 Logistics.

5.2 Where 360 Logistics acts as an agent for services outside the definition Freight Forwarding Services, 360 Logistics will by request supply subcontractor terms and conditions to the Customer.

5.3 The Customer undertakes that no claim or allegation shall be made by the Customer against any persons (other than 360 Logistics) by whom (whether as subcontractor, principal, employer, servant, agent or otherwise) the Freight Forwarding Services or any part thereof are performed or undertaken which imposes or attempts to impose upon any such person any liability whatsoever in connection with the Goods whether or not arising out of negligence on the part of such person. If such claim or allegation should nevertheless be made, the Customer agrees to indemnify 360 Logistics and the person against whom such claim or

allegation is made against the consequences thereof. Without prejudice to the foregoing every such person shall have the benefit of all provisions herein benefitting 360 Logistics as if such provisions were expressly for their benefit and in entering into this Contract 360 Logistics is and shall be deemed to be acting as agent and trustee on behalf of and for the benefit of all such persons and each of them shall to this extent be deemed to be parties to this Contract.

## 6 FREIGHT FORWARDING SERVICES

6.1 360 Logistics shall be entitled to enter into and vary contracts on behalf of the Customer for:

- (a) the Carriage of Goods by any route, means and carrier;
- (b) the Handling of the Goods by any person at any place and for any length of time; and
- (c) any other matter 360 Logistics considers necessary or desirable in respect of the performance of this Contract, and the Customer authorises 360 Logistics to undertake all such other acts as it may in its absolute discretion consider necessary or incidental thereto.

The Freight Forwarder may depart from the On-Forwarding Instructions in any respect if in the opinion of 360 Logistics if it is necessary or desirable to do so.

6.2 The Customer hereby expressly appoints 360 Logistics as the forwarding agent and authorises it to undertake all such acts and to enter into all such contacts as are referred to in or contemplated by clause 6.1 as agent for and on behalf of the Customer. The Customer agrees to ratify and confirm all such acts and contracts, notwithstanding any departure by 360 Logistics from On-Forwarding Instructions as mentioned.

6.3 The Customer agrees that the Carriage and Handling of the Goods will be subject to (and the Customer will be bound by) the terms, conditions, stipulations and limitations, arising at law in connection with the Carriage and Handling of the Goods, or contained in any documents issued by or customarily relied upon by a Carrier or Contractor including without limitation any consignment note, air waybill or other contractual document or conditions of carriage (in each case, irrespective of whether such document is signed by the Customer or not). In the event of any inconsistency between these terms and another document forming part of the Contract, 360 Logistics shall determine which document shall take precedence.

6.4 The Customer will not seek to impose on any Carrier or Contractor any liability greater than that accepted or undertaken by virtue of the contract entered into by 360 Logistics and agrees that any liability so imposed shall be invalid to the extent of any excess.

6.5 360 Logistics shall not be obliged to make any declaration as to the nature or the value of any goods, or as to any other matter or things unless required by law or expressly instructed to do so by the Customer in writing.

6.6 360 Logistics shall not be obliged to arrange for the Goods to be carried, stored or handled separately from other goods or cargo.

6.7 The Customer undertakes not to tender any Dangerous Goods, Valuables, livestock, plants or perishable Goods ("Restricted Goods") for Carriage or Handling, except pursuant to a special arrangement previously agreed in writing. If the Customer, without such agreement, delivers any Restricted Goods to 360 Logistics, then the Customer shall be liable for all loss or damage whatever (whether direct, indirect or consequential) caused by or to or in connection with any such Restricted Goods however caused or arising and the Customer shall, on demand, indemnify 360 Logistics from and against all penalties, claims, demands, damages, costs and expenses whatever arising in connection therewith which are imposed upon, or suffered or incurred by, 360 Logistics.

6.8 Any Restricted Goods which are not the subject of a special arrangement previously agreed in writing may be destroyed or otherwise dealt with in accordance with the sole discretion of 360 Logistics or any other person in whose custody any such goods may be at the relevant time. If Restricted Goods are accepted by special arrangement previously agreed in writing they may nevertheless be destroyed or otherwise dealt with if it is deemed necessary or prudent to do so in the sole and absolute discretion of 360 Logistics or any other person in whose custody they may be at the relevant time.

## 7 CHARGES

7.1 360 Logistics' charges shall be deemed to be due and payable in full on receipt of the Goods by 360 Logistics and are payable on a non-refundable basis irrespective of whether the Goods are delivered to the consignee.

7.2 360 Logistics may fix its charges by weight, measurements or value, and may at any time re-weigh, re-measure or re-value or require the Goods to be re-weighed, re-measured or re-valued and may adjust its charges accordingly.

7.3 All quotations given by 360 Logistics are based on costs, schedules and availability prevailing at the date of the quotation, and on the latest available quotations from Carriers or Contractors utilised by 360 Logistics. Any increase at any time in costs due to variations in any of the foregoing shall be to the Customer's account and that price payable by the Customer shall be increased accordingly. Similarly, schedules and availability are subject to change. The Customer is not entitled to a refund if there is a

<p>7.4 decrease in such costs or if the actual cost for such matter is less than the amount accepted by the Customer. 360 Logistics' charges, and any other amounts payable to 360 Logistics, shall be paid on or before the due date for payment without deduction or deferment on account of any claim, counterclaim or setoff. The due date for all amounts payable to 360 Logistics is the date or dates communicated by 360 Logistics in writing (including on an invoice) and shall be strictly observed (time being of the essence).</p> <p>7.5 Notwithstanding any direction that part or all of 360 Logistics' charges shall be payable by any particular person, the Customer shall remain liable to 360 Logistics for all of 360 Logistics' charges.</p> <p>7.6 Should payment of 360 Logistics' charges not be made by the due date, the Customer shall pay default interest on all monies outstanding at a rate equal to 4% above 360 Logistics' bank's overdraft rate from time to time (as stated by 360 Logistics) calculated on a daily basis from such date until the date on which payment is actually received by 360 Logistics but 360 Logistics' right to claim interest pursuant to this clause shall be without prejudice to 360 Logistics' other rights and remedies in respect of the default in failing to make payment by the due date.</p> <p>7.7 360 Logistics reserves the right to recover all legal costs, on a solicitor and own client basis and incidental expenses as a result of expenses occurred recovering any outstanding monies owed or disputed.</p> <p>7.8 The Customer authorises 360 Logistics to use a credit reference agency to make credit checks on the Customer as required. In each case: (a) the agency may give 360 Logistics information about the Customer for that purpose; and (b) 360 Logistics may give the Customer's personal information to the agency, and the agency may hold the information on its systems and use it to provide their credit reporting service.</p> <p>7.9 If at any time payment of 360 Logistics' charges is in arrears, any subsisting obligations of 360 Logistics may be suspended and 360 Logistics shall not be under any liability to the Customer during any such period of suspension.</p> <p>7.10 Unless otherwise stated, 360 Logistics' charges are exclusive of any GST. To the extent that any GST is payable, such amount shall be payable by the Customer to 360 Logistics at the same time as the payment to which it relates is due.</p> <p><b>8 DISBURSEMENTS AND EXPENSES</b></p> <p>8.1 360 Logistics may at its discretion pay, and the Customer shall on demand reimburse and indemnify 360 Logistics for, any duties, taxes or other charges, costs or disbursements paid, or any expenses incurred (including surcharges, detention, demurrage and storage charges and penalties, fines and other costs), by 360 Logistics in connection with the performance of the Freight Forwarding Services.</p> <p>8.2 All costs, expenses or charges incurred by 360 Logistics in respect of any arrangement made, or any contract entered into or any other form of liability shall be recoverable from the Customer pursuant to clause 8.1, notwithstanding that any such arrangement, contract or liability was not known or contemplated by the Customer at the time of entering into this Contract or the date of the On-Forwarding Instructions (and including where caused by Force Majeure or any suspension of services in accordance with these terms and conditions).</p> <p>8.3 Notwithstanding clauses 8.1 and 8.2, 360 Logistics shall be under no obligation to incur and pay any costs, expenses or charges except where the Customer has put 360 Logistics in sufficient funds so as to meet the same.</p> <p>8.4 360 Logistics may at its discretion include a 1.50% collection fee on disbursements paid on behalf of the Customer.</p> <p><b>9 INSURANCE</b></p> <p>9.1 360 Logistics will be under no obligation to arrange insurance in respect of the Goods unless expressly agreed in writing (in which case 360 Logistics will arrange such insurance as agent of the Customer, subject to the Customer having first paid the cost of such insurance in full and in advance to 360 Logistics).</p> <p>9.2 All such insurances shall be at the expense of the Customer and will be subject to the exemptions and conditions of the policies of the insurer or underwriter accepting the risk together with any exemptions and conditions specified in any consignment note in respect of the Goods. Should the insurer dispute liability for any reason, the Customer shall have recourse against the insurer only and 360 Logistics shall not be under any responsibility or liability in relation to such matter, notwithstanding any amount payable to 360 Logistics in relation to that insurance.</p> <p><b>10 RETENTIONS OF BROKERAGES AND REMUNERATIONS</b></p> <p>10.1 The Customer hereby acknowledges that 360 Logistics may have a pecuniary interest in any contract entered into by 360 Logistics as agent for or on behalf of the Customer pursuant to the provisions of these terms and conditions.</p> <p>10.2 360 Logistics shall be entitled to receive, be paid and retain, and the Customer hereby expressly consents to the receipt by 360 Logistics of, all brokerages, commissions, discounts, rebates, bonuses, deduction, allowances and other remunerations customarily received or retained by or paid to forwarding agents.</p> <p>10.3 360 Logistics shall not be bound to disclose to the Customer the nature or amount of any such remunerations received or receivable by 360 Logistics.</p> <p><b>11 LIEN</b></p> <p>11.1 360 Logistics shall have the right of detention of, and a particular and general lien on, the Goods and any other goods (and any documents) of the Customer in the possession or control of 360 Logistics at any time for all sums payable to 360 Logistics in respect of the Goods or</p>	<p>otherwise. If any monies due to 360 Logistics are not paid on demand after notice has been given to any person from whom the monies are due that the Goods or any other goods of the Customer are being detained, they may be sold by any means at the sole discretion of 360 Logistics and at the expense of such persons, and the net proceeds of sale applied in or towards satisfaction of such indebtedness.</p> <p>11.2 In respect of the contractual lien created by these terms and conditions (and without prejudice to any common law or statutory lien which shall take precedence over such contractual lien), the Customer: (a) will advise 360 Logistics immediately in writing of any proposed change in the Customer's name or other details on the Personal Property Securities Register; (b) waives its right to receive a verification statement in respect of any financing statement or financing change statement relating to such security interest; (c) agrees that nothing in sections 114(1)(a), 133 and 134 of the Personal Property Securities Act ("PPSA") shall apply to these Terms and, with 360 Logistics', contract out of such sections; and (d) waives its rights and, with 360 Logistics' agreement, contracts out of the Customer's rights under sections 116, 120(2), 121, 125, 129 and 131 of the PPSA.</p> <p><b>12 STORAGE OF PERISHABLE GOODS ON SITE</b></p> <p>12.1 Clauses 12.2 to 12.5 apply to all perishable goods which may at any time be held or stored at 360 Logistics premises (or that of any subcontractor)(.</p> <p>12.2 All perishable goods are held, handled and stored at the Customer's risk.</p> <p>12.3 360 Logistics shall be entitled to refuse to handle any perishable goods which in its opinion are unfit for storage and may, if any perishable goods subsequently become unfit for storage, have such goods removed from the premises at the Customer's expense and, where appropriate, dispose of them in accordance with clause 13.1(b)).</p> <p>12.4 The Customer warrants and represents that any perishable goods stored by 360 Logistics are and will remain free from any deleterious or objectionable matter, substance or odour which may soil, contaminate or otherwise prejudicially affect other goods in the store.</p> <p>12.5 The Customer hereby indemnifies 360 Logistics, on demand, from and against all claims, losses, costs and expenses, penalties and fines, or any other liability arising in the consequence of a breach of the warranty set out in clause 12.4.</p> <p><b>13 SALE AND DISPOSAL OF GOODS</b></p> <p>13.1 360 Logistics shall be entitled at the expense of the Customer to sell or dispose of Goods: (a) on 21 day's notice in writing to the Customer or where the Customer cannot be traced, after such Goods have been held by 360 Logistics for 90 days, all Goods which in the opinion of 360 Logistics cannot be delivered, either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee or for any other reason; (b) without notice to the Customer, any perishable Goods which are not taken up immediately on arrival or which are insufficiently or incorrectly addressed or marked or otherwise are not readily identifiable, or which in the opinion of 360 Logistics appear to be deteriorating or would be likely to perish during the course of the Carriage and Handling of the Goods.</p> <p>13.2 All goods which 360 Logistics is, in accordance with this Contract, entitled to sell or dispose of, may be sold by auction or otherwise at the discretion of 360 Logistics. All charges and expenses in connection with the sale or disposal of such goods shall be paid by the Customer and payment or tender of the net proceeds of the sale or disposal, after deduction of all such charges and expenses and any other indebtedness of the Customer to 360 Logistics, shall be equivalent to delivery. Any such sale or disposal shall not prejudice or affect 360 Logistics' rights to recover from any person any balance due or payable to 360 Logistics in respect of any services provided by it or any costs associated with the detention and sale of the goods.</p> <p><b>14 LIABILITY OF 360 LOGISTICS</b></p> <p>14.1 Where, and to the extent that, the provisions of Part 5, Subpart 1 (<i>carriage of goods</i>) of the Contract and Commercial Law Act 2017 ("Carriage Act") apply to any Freight Forwarding Services, those services shall be provided "at limited carrier's risk" as that term is defined by the Act, unless any consignment note in respect of the Goods provides (or we have otherwise agreed, including as set out in clause 12.2) that the services are "at owner's risk" in accordance with the Carriage Act (which means that 360 Logistics will pay no compensation if the Goods are lost or damaged, unless the 360 Logistics intentionally loses or damages them). The provisions of sections 274 to 281 of the Carriage Act are hereby excluded and all other provisions referred to in section 245 of the Carriage Act shall apply only to the extent that such provisions are not inconsistent with these terms and conditions.</p> <p>14.2 Without limiting the exclusion of liability for Freight Forwarding Services set out in clause 4.3 and subject to clause 2.2, the provisions of the Carriage Act (as modified or excluded by clause 14.1) and any mandatorily applicable legislation or convention imposing liability on 360 Logistics in respect of loss or damage to the Goods, if 360 Logistics has any liability in relation to the Goods or the Freight Forwarding Services its liability is limited to physical loss or damage caused directly by 360 Logistics' own negligence (or that of any of its servants, agents or subcontractors when acting as principal and not as agent) and all other liability is excluded.</p>	<p>14.3 Notwithstanding any other provision of these terms and conditions, in no event will 360 Logistics have any liability whatsoever for: (a) any loss or damage or any failure to perform any services which arises directly or indirectly from, or is contributed to by: (i) incorrect or incomplete information provided by the Customer; (ii) the Customer's failure to comply with these terms and conditions or any act or omission by or on behalf of the Customer; (iii) Force Majeure; (iv) compliance with the On-Forwarding Instructions; or (v) inherent vice of the Goods (b) any delay, loss of profits, revenue, anticipated savings, goodwill or other economic loss, or for any consequential or indirect loss.</p> <p>14.4 360 Logistics shall be under no liability to the Customer whatever unless: (a) written notice of any claim, giving full particulars of the events giving rise to the claim and any alleged damage or loss, is received by 360 Logistics Group Ltd within fourteen days after delivery of the Goods or, in the case of non-delivery or loss or destruction of the Goods, within fourteen days of the date on which the Goods should have been delivered, and in any other case within fourteen days of the event giving rise to the claim; and (b) an action shall have been commenced by the Customer in a New Zealand court of competent jurisdiction within six months of delivery or, in the case of non-delivery, within six months and fourteen days of the date of despatch.</p> <p>14.5 Any claim which has not been made strictly in accordance with the provisions of clause 14.4 shall be deemed to be waived and absolutely barred.</p> <p>14.6 The Customer must take all reasonable steps to avoid or mitigate any loss that might give rise to any claim under these terms and conditions, including by fully exercising any liability limitation or exclusion to which the Customer is entitled by contract or applicable law (including any convention) against any third party. 360 Logistics will not be liable for any loss that could have been avoided by the Customer.</p> <p>14.7 If, for any reason, despite the liability exclusions outlined in these terms and conditions, 360 Logistics has liability to the Customer, 360 Logistics' maximum liability under this Contract is limited to the lesser of: (a) 360 Logistics' own charges in respect of the particular Goods or Freight Forwarding Services in respect of which the liability has arisen; or (b) \$1,000.</p> <p><b>15 NOTICES</b></p> <p>15.1 Any notice to be given under this Contract will be deemed to have been properly served if delivered or sent by registered post, facsimile transmission or email to the registered office of the party to receive it or the usual or last known residence or place of business of such party.</p> <p>15.2 Any notice sent by registered post will be deemed to have been properly served two days after the date upon which it was posted. Any notice sent by facsimile will be deemed to have been properly served on the date of transmission or, if the transmission was made after 5.00pm or on a day other than a normal working day, then on the next working day following the date of transmission. Any notice sent by email will be deemed to have been properly served on the date of email or, if the email was made after 5.00pm or on a day other than a normal working day, then on the next working day following the date of the email. Any notice delivered to the appropriate address will be deemed to have been properly served on the date upon which the notice was so delivered.</p> <p><b>16 MISCELLANEOUS</b></p> <p>16.1 To the extent that any provision of this Contract is contrary to law (including the Fair Trading Act 1986), it shall be void but any such provision shall remain in full force and effect to the extent that it is not contrary to law and the invalidity of any such provision or part thereof shall not affect the validity and enforceability of any other provision of this Contract.</p> <p>16.2 No servant, agent or representative of 360 Logistics has any authority to alter, amend, modify or waive any provision of this Contract unless such alterations, amendment, modification or waiver is in writing and signed by a duly authorised representative on behalf of 360 Logistics.</p> <p>16.3 All of the rights, immunities and limitations of liability in this Contract shall continue to have their full force and effect in all circumstances and notwithstanding any breach of contract or of any of these terms and conditions by, or any negligence on the part of, 360 Logistics or any other person entitled to the benefit of any of the provisions of this Contract.</p> <p>16.4 Nothing in this Contract shall in any circumstances be evidence of or be deemed to create a partnership or fiduciary relationship between the customer and 360 Logistics.</p> <p>16.5 Where the Customer has entered into this Contract for and on behalf of the owner of the Goods, the owner agrees that it is jointly and severally liable for all the obligations, undertakings, warranties and indemnities of the Customer. 360 Logistics may amend these terms and conditions from time to time by notice to the Customer in writing.</p> <p>16.7 This Contract, and any act or contract to which it applies, shall be governed by, and interpreted in accordance with, the laws of New Zealand and the parties hereby submit to the non-exclusive jurisdiction of the New Zealand courts in respect of any dispute, matter or thing arising in respect of this Contract.</p>
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