



# Container-Mover Terms and Conditions

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## TERMS OF TRADE

### Definition

"The Customer" means the person who requests container transport from Container-Mover and /or any affiliates, subsidiaries or contractors and includes the customer's employees, contractors, subcontractors and agents. Where the Customer comprises two or more persons means those persons jointly and severally.

"Container-Mover" means Intermodal Container Sales Limited.

"Booking" means an agreement between Container-Mover and the Customer for Container-Mover to provide container transport to the Customer

"Quote" means a written offer from Container-Mover to the Customer to provide container transport for a specified price subject to the terms and conditions of such offer.

"Terms" means the terms and conditions of the supply set out in this document including any variation of these terms.

### 1.0 Quotes and Bookings

- 1.1 These Terms apply to all Container transport supplied by Container-Mover. These Terms may be modified or added to by specific terms specified by Container-Mover in a Quote or other Order or email.
- 1.2 All Quotes are based on rates and charges in effect at the date of the Quote. Any increase in rates or charges will result in an equivalent increase in the quoted price. A Quote may be withdrawn at any time before acceptance by the Customer. A Quote will be valid for the term specified on the Quote. If no term is specified, the Quote is valid for 5 days. Quotes are prepared in accordance with information provided to Container-Mover by the Customer. Container-Mover will not be liable nor will it be bound by the Quote where such information is inaccurate; any information omitted, or changes made to the Customer's original requirements the Customer makes.
- 1.3 Container Mover may decline any Booking in its sole discretion.

### 2.0 Price

- 2.1 The price of Container transport shall be as specified in the Container Mover quote, as applicable. Unless otherwise stated, prices stated do not include GST, other taxes or levies, or insurance charges.

### 3.0 Acceptance

- 3.1 Submitting of the completed Online Quote Request or submitting of a Booking from the Customer shall constitute acceptance of our Terms and Conditions.
- 3.2 The Customer shall comply with the Container-Mover Terms and Conditions.

### 4.0 Transport and Handling Costs

- 4.1 Container-Mover shall take all reasonable steps to ensure that the container/s are picked up/delivered on date given but shall not be liable for any loss or damage including consequential loss caused by delay in delivery.
- 4.2 The Customer shall provide Container Mover or its agents with the correction information and site access to enable pickup and delivery of the container/s.
- 4.3 Transport is subject to booking availability and containers are carried at owner's risk.
- 4.4 All transport and handling costs shall be payable by the Customer.
- 4.5 Our standard terms for container transport, is that all costs advised to the Customer must be paid in advance prior to movement of the container(s), paid via credit card. Credit card pre-authorization held until completion of all transport and charges
- 4.6 If during transport, delivery or pick up we encounter unexpected delays, alternative directions or changes in fuel costs these extra charges will be passed onto the client.
- 4.7 Container-Mover do not cover or carry transportation insurance and are only set out by the current Carriage of Goods Act. A full copy is available upon request or can be downloaded from this website.

### 5.0 Invoices/Payments and Credit Checks

- 5.1 The standard trading terms require payment of invoices via credit card by the Customer prior to container pick up. 5.2 Where any extra charges arise these are also to be charged to the Customer's credit, as per Clause 4.5
- 5.2 Container(s) may be held in one of our nominated depots until all payments, charges and variances are fully paid in advance.

## **6.0 Risk**

6.1 The Customer indemnifies Container-Mover, Intermodal Container Sales Ltd and any subsidiaries or contractors should any claim be made by any persons for injury to person or property howsoever occurring arising out of the container move and such indemnity shall include all costs including legal costs which may be incurred by Container Mover.

## **7.0 No Liability on Container-Mover**

7.1 Container Mover shall not be liable for any damage to property or person arising out of the transport of the container/s by Container Mover.

## **8.0 Cancellation of the container transportation by Container-Mover**

8.1 Container-Mover shall have the right to cancel the container move at any time without notice should the Customer not meet any of the terms and conditions.

8.2 All costs incurred by Container-Mover in exercising this right shall be payable by the Customer. Any debt collection cost to recover monies outstanding shall be paid by the Customer.

8.3 Container-Mover reserves the right to secure the container(s) and contents until all outstanding monies are paid.

## **9.0 General and Additional Containers**

9.1 The parties hereby acknowledge and agree that the terms and conditions contained in this Agreement apply to all container transport.

9.2 No waiver of any breach of failure to enforce any provision of these terms and conditions by Container-Mover shall in any way affect, limit or waive Container-Mover right to subsequently enforce these terms and conditions.

9.3 Should any of these terms and conditions become void or inoperative by operation of law the remaining terms and conditions shall remain unaffected and valid.

## **10.0 Force Majeure**

10.1 If, due to any circumstances beyond its reasonable control, Container-Mover is unable either wholly or partly to carry out any obligations under these terms and conditions that obligation shall be suspended so far as is affected by and during the continuance of that circumstance. No claim or liability will arise against Container-Mover under these terms and conditions or any order, quote or contract, if and to the extent that Container-Mover's failure or omission to carry out or observe any provisions of these terms and conditions or any order or quote or contract arises by reason of Force Majeure. "Force Majeure" means any event outside the reasonable control of Container-Mover and includes, without limitation, earthquake and resulting damage, fires or other casualties or accidents, power outages, acts of God, strikes and lockouts, pandemics and lockdowns, severe weather conditions, delay in supply of materials or unavailability of materials, war or other violence, or the introduction of any law, order or regulation, demand or requirement of any governmental agency.

## **11. General**

11.1 Waiver: Container-Mover's failure or delay to exercise or enforce any right it has under these Terms shall not operate as a waiver of Container Mover's right to exercise or enforce such right or any other right in the future.

11.2 Severance: Should any part of these Terms be unenforceable such part shall be severed and the remainder of these Terms shall remain binding.

11.3 Confidentiality: Except as required by law both parties shall preserve as confidential any information of a confidential nature that they acquire in relation to the other.

11.4 Jurisdiction: These Terms are governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand courts.