

Conditions of Carriage

This contract governs the supply of services undertaken by Dental Couriers Ltd., its related entities, franchisees, sub-contractors and all other nominees in relation to the carriage, storage, loading, unloading, packing, unpacking, freight forwarding and all other services relating to the transport of goods ("Conditions").

1. Definitions

In these conditions:

1.1. **"Act"** means the Contract and Commercial Law Act 2017, as amended from time to time.

1.2. **"Company"** means Dental Couriers Ltd., it's employees, agents, subcontractors and assignees.

1.3. **"Carrier"** means the regional or courier franchisee or sub-contractor that has agreed to provide carriage services in respect of the Goods as specified from time to time.

1.4. **"Customer"** means the person, firm or business (company) who is either the shipper, consignee, owner of the goods, consignee, receiver or their authorized agent who has engaged the Carrier to provide the Services.

1.5. **"Goods"** means the items provided by the Customer for carriage by the Carrier

1.6. **"Parcel Connect Agent"** means the agent of the Carrier, at who's premises the Carrier may leave the Goods for collection by the Receiver.

1.7. **"Services"** means the services provided by the Carrier in connection with the carriage of the Goods including (without limitation), the carriage, storage, loading, unloading, packing, unpacking, freight forwarding and all other services relating to the transport and/or storage of the Goods plus any incidental services as defined in the Act.

1.8. **"Safe Place"** means a secure area out of the public eye which is sheltered, secure and easily accessible for the Carrier.

2. Parties

This Agreement is made between the Customer and the Company. All business undertaken by the Company, including the provision of any advice, information or other services, is undertaken upon and subject to this agreement/

3. Application of the Act

3.1. Sections 193, 248-253, 259 and 260, and 274-275 of the Act shall apply to these Conditions only to the extent that they extend or enlarge the Carrier's rights and powers under these Conditions. Section 260 is modified by clause 10 of these Conditions and Section 274 and 275 are modified by clause 14 of these Conditions and the relevant sections shall, in relation to any matter arising out of the provisions of those sections, have effect subject to the express terms contained hereunder.

3.2. No person has authority to waive or change these Conditions unless such waiver or the change is in writing and signed by the Carrier (if a natural person) or an executive officer of the Carrier.

3.3. The terms of any other documentation with the Customers shall not diminish or negate the application of these Conditions to the provision of the Services.

3.4. All rights and limitations of liability in these Conditions shall continue in full force and effect notwithstanding any breach of these Conditions.

4. Ownership of goods

The Customer warrants to the Company that he/she is the owner or the authorized agent of the owner of the Goods and is authorized to and does accept this agreement not only for the Customer but also for and on behalf of all other persons who are or may hereafter become interested in the goods.

5. Insurance

Insurance of the Goods is the sole responsibility of the Customer not of the Carrier.

6. Differentiation of Services

The Customer acknowledges that the Carrier offers a range of different products and services, which collectively form the Service. Those services include:

6.1. Authority to Leave Service - the Goods are authorized to be left in a deemed safe place, as reasonably determined by the Carrier. If no safe place is determined, the Carrier will deliver the Goods to the Dental Couriers Ltd. depot for collection by the receiving Customer.

6.2. Signature on Delivery - the Carrier will attempt to obtain a signature when delivering the Goods. If a signature cannot be obtained, the Carrier will deliver the Goods to the Dental Couriers Ltd. depot for collection by the receiving Customer.

7. The Customer Warranties

7.1. The Customer warrants that:

7.1.1. The person who tenders the Goods for carriage has the authority to deliver the Goods to the Carrier and sign any consignment note or other documentation relating to the Services. The Customer accepts that once the Goods are provided to the Carrier or a payment is made, or a credit is uploaded, these Conditions are binding upon it.

7.1.2. Where the sending Customer is not the owner of the Goods, they warrant they have full authority to act as agent of the owner of the Goods, and indemnifies and shall keep indemnified the Carrier in respect of all liability whatsoever or howsoever arising (including without limitation any loss or damage caused by the Goods during the provision of the Services by the Carrier or caused from the negligent or willful act or default of any third party) in connection with the Goods.

7.1.3. The Customer has complied with all laws and regulations relating to the nature, packaging, labelling and carriage of the goods, and that the goods are packed in a manner to withstand the ordinary risks associated with the Services having regard to the nature of the goods. Goods which do not comply with all laws and regulations and which are insufficiently packaged by the Customer, shall not be covered by any limited liability compensation scheme available to the Carrier. Packaging requirements can be found on the Dental Couriers website.

7.1.4. The Customer warrants the accuracy of all markings, branding and labelling of the goods, descriptions and indemnifies and shall keep indemnified the Carrier against all loss, damage, expense and fines arising from any inaccuracy or omission in that respect.

7.1.5. The Customer acknowledges that if they do not comply with these Conditions, the Carrier may charge an additional fee to facilitate compliance of these Conditions and also acknowledges that the Carrier reserves the right not to carry any non-compliant Goods.

7.1.6. The Customer has complied and shall comply with all requirements of any Act, Regulation or otherwise, and specifically (without limiting the generality of the foregoing) section 70G of the Transport Act 1962, and other provisions of the Transport Act 1962 relating to the transportation of hazardous substances, the Hazardous Substances and New Organisms Act 1996 and the Land Transport Rule: Dangerous Goods 2005 (Rule 45001)

7.1.7. it has complied with and shall continue to comply with the Prohibited Items Policy listed on the Carrier's website.

7.2. The Customer acknowledges that:

7.2.1. The Carrier uses prepaid labels and satchels, dynamic labels and electronic labels in its operations. All labels and satchels must be used within 1 year of purchase and they are not refundable or transferable other than where required by law;

7.2.2. the Customer is responsible for ensuring that the correct labels, satchels, dynamic labels and electronic labels are used for the Goods. Where an incorrect label, satchel, dynamic label or electronic label is used by a Customer, resulting in an underpayment by the sending Customer for the carriage of the Goods, the Carrier will calculate and apply the correct payment and raise an invoice against the sending Customer for the difference, for immediate payment on presentation. The Carrier reserves its rights not to provide the Services to the Goods until the Customer has paid the correct amount applicable for the carriage of the Goods.

7.2.3. Subject to the other provisions of this Agreement (in particular but not by way of limitation clause 12), goods are accepted for Carriage by the Company at the time the company collects those goods for delivery. The Company shall have no liability in relation to those goods prior to that time.

7.2.4. Where the Customer enters into this contract of carriage for the purposes of a business, nothing in the Consumer Guarantees Act 1993 shall apply to this contract of carriage.

8. Delivery

8.1. The Carrier is authorized to deliver the Goods to the address nominated by the Customer and the Carrier may release the Goods to any person who present themselves to the Carrier as the Customer, its agent or accepts the Goods on behalf of the Customer.

8.2. The Carrier shall be conclusively presumed to have delivered the Goods in accordance with these Conditions if the Carrier:

8.2.1. Can provide a GPS pin drop in relation to the delivery of the Goods at the address listed on the consignment or, if applicable, the Carrier obtains a signature confirming receipt of the Goods;

or 8.2.2. The Carrier delivers the Goods at the address given by the Customer without obtaining a signature, where the Consignor has purchased a non-signature service;

or 8.2.3. The Company/ Carrier is provided with a written or electronic Authority to Leave, which can be either permanent or a per consignment basis, which allows delivery without signature;

8.4. If the nominated place of delivery is unattended at the time delivery is attempted (and there is no authority to leave in place) or if delivery cannot otherwise be effected, the Carrier may, without being obliged to do so, store the Goods at the risk and expense of the Customer so that:

8.4.1. the Carrier may attempt one more re-delivery of the Goods to the Customer from the place of storage; or

8.4.2. at the direction of the Customer, deliver the Goods to an alternate delivery address provided by the Customer, for an additional fee; or

8.4.3. request that the Customer attend the Carrier's premises to collect the Goods.

8.4.4. If neither re-delivery nor pick up by the Customer can be effected within 7 days from the first delivery attempt, the Carrier may return the Goods to the sender.

8.4.5. Where the Goods are collected, or signed for collection, the Carrier may release the Goods to any person who presents themselves to the Carrier as the receiving Customer or its agent, or are otherwise authorized to accept the Goods on the Customer's behalf. In this case the Carrier shall be conclusively presumed to have delivered the Goods in accordance with these Conditions if the Carrier obtains from that person a declaration or signature for the Goods.

8.5. The Company will endeavor to deliver the items (correctly addressed) within the delivery target for the "said" service. However we do not guarantee delivery of your item within these delivery targets.

9. Under-declared items and invoicing

9.1. The Customer agrees that it will accurately provide correct measurements and weight for all Goods

9.2. The Carrier will charge the greater of an item's actual weight and cubic weight in relation to the Services if these are found to be inaccurate.

9.3. The Customer is responsible for ensuring that the correct labels, satchels, dynamic labels and electronic labels are used for the Goods.

9.4. The Customer acknowledges that the Carrier has the right to check the measurements or cubic weight of all Goods and if it detects that Goods have been under-declared, or where an incorrect label is used, the Carrier will calculate and apply the correct payment and raise an invoice for the difference, for immediate payment on presentation. The Carrier will charge the difference between the Services paid and the amount the Customer would have paid if the Goods were correctly declared. The Customer also acknowledges that the Carrier will charge a fuel allowance on the difference as well as an administrative fee to cover the detection of the under-declared Goods, correct weighing of the Goods and preparation of the invoice for the difference.

9.5. The Customer further acknowledges that the Carrier reserves the right not to provide the Services until the Customer has paid the correct amount applicable for the carriage of the Goods.

10. Responsibility for charges

10.1. The Customer agrees to pay and shall be liable to the Carrier for all charges including but not limited to, credit or debit card charges, administrative fees and third-party costs incurred for any reason in the provision of the Services.

10.2. The Carrier's charges for the Services including any administrative fees and third-party costs and all other fees shall be deemed fully earned as soon as the Goods are picked up, received or accepted for storage by or on behalf of the Carrier, or its agent, and shall be immediately payable.

10.3. All charges are non-refundable or transferrable and must be paid in accordance with the Carrier's payment terms and conditions. Any outstanding charges will be immediately payable upon delivery of the Goods.

10.4. The Customer shall not off-set, defer or withhold any payment or deduct any amount from the account of the Carrier by reason of any claim the Customer alleges against the Carrier.

10.5. The Customer shall be liable to the Carrier for any legal fees or collection costs incurred to recover outstanding charges on a full indemnity basis.

10.6. The Customer agrees and accepts that all prepaid labels, electronic labels and satchels are not transferable, not refundable and that payment is due on the 20th of the month following the receipt of, or access to, the labels and satchels.

10.7. The Carrier reserves the right to review the charges for the Services and introduce surcharges as deemed necessary by the Carrier from time to time to cover the costs of providing certain Services. The Carrier will provide 30 days' notice to the Customer about the introduction of such surcharges and will incorporate the details of any changes to the charges or surcharges on the Dental Couriers website.

11. Nature of goods

11.1. It is the Customer's responsibility to ensure that the Goods fit the Carrier's freight profile. Any Goods that are outside of this profile may be refused at pick up and a pick up fee may be charged to the Customer, reflective of the additional time and associated cost incurred by the Carrier.

11.2. The Customer shall not tender for carriage or storage:

11.2.1. any Goods with a deadweight or cubic weight of more than 25kg or length of more than 1.8m; or

11.2.2. if the Customers requires delivery of any Dangerous Goods to or causes such good to be dealt with by the Company, the Dangerous Goods may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be and at the expense of the Customer without the Company or such other person being responsible or accountable for the value thereof, except where the Company has expressly agreed to deal with certain Dangerous Goods presented by the Customer or the Customer's authorised agent for consignment, in which case the Company's liability shall be limited to the amount determined in Clause 20.

11.2.3. Goods which may damage or become liable to damage any property whatsoever without providing to the Carrier a full description disclosing the nature of the goods, and in any event shall be liable for all loss, damage or destruction caused thereby (including any fines or other penalties incurred by the Carrier under any law).

11.3. The Customer will indemnify and keep indemnified the Carrier from and against all actions, suits, costs, damages, claims, proceedings or injunctions made or brought against the Carrier, including any fines or other penalties imposed upon the Carrier following any prosecution, arising out of the carriage, storage, spillage, escape, destruction, disposal or abandonment of any Goods referred to in clauses 10.1 and 10.2 or arising out of the actions of the Customer contrary to the provisions of clause 7.1.6.

11.4. The Carrier does not accept for carriage ceramics, porcelain, cash or other similar valuables, antiques, memorabilia, personal effects (privately owned items such as clothing and jewelry normally worn or carried on the person), works of art (including paintings, sculptures, photography) and any such items consigned are carried wholly at the risk of the Customer without any obligation being accepted in respect thereof by the Carrier. Goods of this type consigned by the Customer via the Carrier shall not be covered by any limited liability compensation scheme available to the Carrier. If the Customer requires insurance cover for these Goods, it must take out its own coverage at its cost.

12. Prohibited Items

12.1. The Carrier has the sole discretion to declare certain items as Prohibited Items, which it does not carry under any circumstances. The list of Prohibited Items is available on the Carrier's website, which may be amended from time to time. The Customer must regularly review the list of Prohibited Items to ensure it does not attempt to send any such items through the Dental Couriers network.

12.2. If the Customer attempts to send any Prohibited Items via the network, the Carrier has the right to refuse pick up or delivery of that item. The Carrier has the sole discretion to either return the item(s) to the Customer at the Customer's sole expense, which will include a freight handling fee plus the applicable freight charges or require the sending Customer to pick the freight up from the depot.

12.3. The Customer will indemnify and keep indemnified the Carrier from and against all actions, suits, costs, damages, claims, proceedings or injunctions made or brought against the Carrier, including any fines or other penalties imposed upon the Carrier for any reason in relation to the transportation of any Prohibited Items.

12.4. The Customer acknowledges that the Company is not in a position to ascertain the contents of any consignment given to it for delivery and will not under any circumstances be deemed to be aware of the contents.

13. Performance of Services

13.1. The Customer may request that the Carrier provides the Services in a particular way (whether in relation to means of carriage, place of storage or otherwise). Whilst the Carrier may agree to take reasonable steps to comply with such requests, it reserves the right to provide the Services in the way it reasonably considers appropriate in the circumstances.

13.2. The Customer authorises any Services to be provided in accordance with the route of carriage or place of storage (if any) as the Carrier may in its absolute discretion deem appropriate or necessary.

14. Fees and Extra Charges

14.1. The Customer agrees to pay the Company's standard charges, which are to be paid to the Company in accordance with the payment terms specified in the account form or any prepaid ticket. Except previously arranged in writing, no credit will be given to the Company's charges.

14.2. Customers should refer to the Carrier's website in relation to any additional fees or charges that may be applicable in relation to the Services.

14.3. Additional fees or charges may include, but are not limited to:

14.3.1. Parcel or satchel consignments that have an incorrect service code may incur a freight handling charge in addition to the correct service code fee (if applicable).

14.3.2. In the event that the Carrier has to reprint a label, or manually generate a label to enable delivery, an additional charge may apply.

14.3.3. Duplicate labels (being labels showing barcodes used for previous consignments) should not be used. In the event that the Carrier is required to replace a duplicate label, a duplicate label fee may apply in addition to the correct freight charge.

14.3.4. Accurate consignment data is due on the day of dispatch before the Goods are collected. If consignment data is not provided by this time, an additional fee may apply.

14.3.5. All goods should be labelled with accurate pickup and delivery addresses. If the address details have been incorrectly supplied or are inaccurate, an additional fee may apply and any agreed service level agreement between the parties is void for the item(s) concerned.

14.3.6. If the Goods have to be returned to sender, a freight handling fee per consignment plus the applicable freight charges may apply.

14.3.7. Redirection fees may apply to all consignments which the Carrier is requested to undertake.

14.3.8. Any credit note request for uncanceled consignments will incur a cancellation fee per consignment that will be deducted from the credit note.

15. Payment Terms

15.1 Dental Couriers Ltd. Payment terms are the 20th of the month following date of invoice/statement. If any account is in dispute, the undisputed portion of the account shall be payable as normal.

15.2 Dental Couriers Ltd. has the right to withhold any services to any customer whose account is in arrears until such time the account is paid.

15.3. Dental Couriers Ltd. has the right to charge an interest on any overdue account

16. Enforceability

All rights, powers, authorities, immunities and limitations of liability in these conditions shall continue to have full force and effect in all circumstances and notwithstanding any breach of these conditions or negligence of any person entitled to the benefit of these conditions or any of their respective agents, servants or officers.

17. Indemnity

The Customer will indemnify the Company against all losses, penalties, claims, damages, costs and expenses of any kind whatsoever, howsoever caused or arising:

17.1. As a result of neglect of the Company; or:

17.2. Out of any default or negligence of the Customer (including but not limited to the terms of this Agreement)

17.3. As a result of any claim by any third party

17.4. Out of the Customer passing tickets to any third parties

18. Lien

All goods shall, immediately they come into possession of the Company, be subject to a particular and general lien and right of detention for all moneys due to the Company by the Customer or the consignee, consignor or owner, whether in respect of such goods or otherwise. If any moneys owned to the Company are not paid within fourteen (14) after the notice has been given to the person from whom the moneys are due that such goods may be detained, then they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of such person, and the net proceeds applied in or towards satisfaction of any such indebtedness. Any such sale shall not prejudice the right to recover the balance due in respect of the service provided hereunder or the cost of the said detention and sale. If at any time payment from the Customer to the company shall be in arrears, any subsisting obligation of the Company shall be suspended and the Company shall not be under any liability to the Customer during such period.

19. Insurance

Insurance of the goods is the responsibility of the Customer

20. Limitation of Liability

20.1. This contract for carriage is at limited carrier's risk, and subject to the provisions of the Act imposing liability in respect of the loss of or damage to the Goods. Subject to the following sub-clauses, the Carrier is not liable for:

20.1.1. Damage to or destruction or loss of the Goods or any other property arising out of or incidental to the provision of the Services; or

20.1.2. The mis-delivery, delay in delivery or non-delivery of the Goods.

20.2. The Customer will indemnify and keep indemnified the Carrier from and against all claims of any kind whatsoever, howsoever caused or arising and (without limiting the generality of the foregoing) whether caused or arising as a result of the negligence of the Carrier, breach of contract or otherwise, brought by any person in connection with any matter or thing done, said or omitted by the Carrier in connection with the Goods.

20.3. The Carrier will be liable to the Customer in respect of injury or damage to or destruction or loss of the Goods directly caused by the Carrier in providing the Services up to the amount of \$2,000 as a total maximum liability for all of the Goods, the subject of the consignment note

(Cap). The parties agree that any such liability shall be based on, in the case of lost goods, the net cost to purchase or manufacture like goods (including any depreciation in the value of the goods lost from the date of original purchase), or in the case of damaged goods, the net cost for repair. The parties agree that neither party is liable for any consequential loss however caused.

20.4. The limitations referred to in this clause 16 are subject to law, and in particular do not limit the Carrier's liability for any consumer guarantees under the Consumer Guarantees Act.

20.5. The Carrier will not collect cash or any other payment on delivery of the Goods from the receiving Customer and the sending Customer remains liable for payment of the Services.

20.6. As the liability of the Carrier is limited as provided in these Conditions, the Customer is advised to secure their own additional insurance cover generally. No insurance will be effected by the Carrier for the benefit of the Customer.

21. Actions Against the Carrier

21.1. The Carrier shall be under no liability whatsoever unless:

21.1.1. in the case of damage to the Goods, written notice of any claim, giving full particulars of any alleged damage or destruction, is received by the Company within seven (7) days after the delivery of goods or,

21.1.2. in the case of loss of the Goods, within thirty (30) days of the date of dispatch; or

21.1.3. an action shall have been commenced by the Customer in a Court of competent jurisdiction within twelve (12) months from the date of dispatch of the Goods. All information reasonably requested by the Carrier, or any third-party claims administrator, in relation to the claim must be provided in writing within thirty (30) days of the request being made.

22. Amendment of Conditions

22.1. The Carrier may amend these Conditions at any time, which will take effect once notice has been provided to the Customer. Any amended Conditions will apply to all future Services.

22.2. The Customer acknowledges that notification includes the update of these Conditions on the Dental Courier's website and agrees to regularly review these Conditions to ensure it is aware of any changes.

23. Severance

If any clause or part of any clause in these Conditions is or becomes unenforceable, that unenforceability will not affect the enforceability of the remaining clause(s) or any other part of these Conditions.

24. Notice

Any notice given under this contract shall be deemed to be received if delivered or forwarded by registered post to the registered office of the party to which it is addressed or the usual or last known place of residence or business of that party.

25. Privacy Act 1993

Pursuant to the provisions of the Privacy Act 1993, the Customer authorises any person, agency or company to provide the Carrier with such information as the Carrier may require at any time in response to the Carrier's credit enquiries concerning any aspect of its dealings with the Customer. The Customer also authorises the Carrier to furnish to any third party details of any application being actioned by the Carrier and/or any subsequent details concerning the Carrier's credit enquiries.

26. Paramount Clause – Consumer Guarantees Act 1993.

Where the provisions of the Consumer Guarantees Act 1993 apply, the provisions of these conditions will be read subject to that Act, and in the case of any conflict, the provisions of that Act prevail.

27. Electronic Messages

If the Customer has supplied their email address on the Customer Information form, the Carrier may occasionally email the Customer with information about their products, services and promotions. In accordance with the Unsolicited Electronic Messages Act 2007, the Customer may at any time choose to opt out of receiving emails about products, services and promotions on offer by selecting the 'unsubscribe facility' in any email received.