

**SRS Transport and Hiab Services – Terms & Conditions**  
**Scrap Recycling Systems Limited**

**1. Definitions**

- 1.1 'SRS' shall mean Scrap Recycling Systems Limited – Transport and Hiab Services, or any agents or employees thereof.
- 1.2 'Customer' shall mean the Customer or any person acting on behalf of or with the authority of the customer, or any person purchasing products and services from SRS.
- 1.3 'Services' shall mean all goods, products, services and advices provided by SRS to the Customer and shall include without limitation the transport, cartage and bulk haulage of customer's goods throughout New Zealand and all charges for labour, hire charges, insurance changes, or any fee or charge associated with the supply of services by SRS to the Customer.
- 1.4 'Price' shall mean the cost of the services as agreed between SRS and the Customer, subject to Clause 4 of this contract

**2. Acceptance**

- 2.1 Any instruction received by SRS from the Customer for the supply of service shall constitute a binding contract and acceptance of the Terms and Conditions contained herein.

**3. Quotation**

- 3.1 Where a quotation is given by SRS for services;
- (a) Unless otherwise agreed, the quotation shall be valid for thirty (30) days from the date of issue.
- (b) The quotation shall be exclusive of Good and Services Tax (GST) unless specifically stated to the contrary.
- (c) SRS reserve the right to alter the quotation because of circumstances beyond its control. The Customer will be notified and will agree to such alterations if such circumstances arise.

**4. Price**

- 4.1 Where no price is stated in writing or agreed to verbally, the services shall be deemed to be provided at the current rate supplied by SRS.
- 4.2 SRS may give notice to the Customer if a price increase is required to reflect any increase in cost that is beyond the control of SRS. The price may be increased by the amount of any reasonable increase in the cost to supply services to the Customer that is beyond the control of SRS between the date of the contract and the delivery of services.

**5. Payment**

- 5.1 At the sole discretion of SRS, a deposit may be required.
- 5.2 At the sole discretion of SRS, full payment shall be;
- (a) due on delivery of the goods
- (b) due before delivery of the goods
- (c) For approved Customers, an invoice will be issued and payment will be due on or before the twentieth (20<sup>th</sup>) day of the month following the date of invoice.
- 5.3 Payment shall be made by cash, cheque, credit card or direct credit, or by any method agreed between SRS and the Customer.
- 5.4 GST and other taxes that may be applicable shall be added to the price, except when they are expressly included in the price.
- 5.5 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.

**6. General Lien**

- 6.1 The Customer agrees that SRS may exercise a general lien against any goods or property belonging to the Customer that is in the possession of SRS for all sums outstanding under this contract and any other contract to which the customer and SRS are parties.
- 6.2 If the lien is not satisfied within seven (7) days of the due date, SRS may, having given notice of the lien at its opinion, either;
- (a) Remove such goods or property and store them in such a place and in such a manner as SRS shall think fit and proper and at the risk and expense of the Customer; or
- (b) Sell such goods or property or part thereof upon such terms as it shall think fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for damage caused.

**7. Disputed**

- 7.1 No claim relating to services will be considered unless made within seven (7) days of delivery.

**8. Nomination of Sub-contractor**

- 8.1 The Customer hereby authorises SRS (if it should think fit to do so) to arrange with a sub-contractor for the carriage of any Goods that are the subject of the contract. Any such arrangement shall be deemed to be ratified by the Customer upon delivery of the said Goods to such Sub-Contractor, who shall thereupon be entitled to the full benefit of these terms and conditions to the same extent as SRS. In so far it may be necessary to ensure that such Sub-Contractor shall be entitled the Seller shall be deemed to enter into this contract for its own benefit and also as agent for the Sub-Contractor.

**9. Route Deviation**

- 9.1 The Customer shall be deemed to authorise any deviation from the usual route or manner of carriage of goods that may in the absolute discretion of SRS be deemed reasonable or necessary in the circumstances.

**10. Delivery**

- 10.1 SRS is authorised to deliver the goods at the address provided by the Customer for that purpose and it is expressly agreed that SRS shall be taken to have delivered the goods in accordance with this contract when the Consignee takes possession of the goods at this nominated address.
- 10.2 SRS may deliver the goods by separate instalments (in accordance with the agreed delivery schedule). Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract.
- 10.3 Delivery of the goods to a third party nominated by the Customer is deemed to be delivery for the purposed of this agreement.
- 10.4 It is the Customer's sole responsibility to address adequately each consignment and to provide written delivery instructions to enable effective delivery.
- 10.5 The failure of SRS to deliver shall not entitle either party to treat this contract as repudiated.

**11. Loss or Damage**

- 11.1 This contract is "at limited carrier's risk".
- 11.2 Subject to statutory provisions imposing liability in respect of the loss of or damage to the goods;
- (a) SRS shall not be under any liability, howsoever caused or arising and (without limiting the generality of the foregoing) whether caused or arising as a result of the negligence of SRS or otherwise, for any damage to, loss, deterioration, mis-delivery, delay in delivery, or non-delivery of the goods (whether the goods are or have been in possession of SRS or not) nor for any instruction, advice, information or service given or provided to any person, whether in respect of the goods or any other thing or matter, nor for any consequential or indirect loss, loss of market, or consequences of delay; and
- (b) The Customer will indemnify SRS 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 SRS or otherwise, brought by any person in connection with any matter or thing done, said or omitted by SRS in connection with the goods.

**12. Insurance**

- 12.1 SRS is not an authorised agent for the purposes of selling insurance. It is the Customer's sole responsibility to arrange insurance of the goods, and the Customer acknowledges that such insurance shall not be arranged.

**13. Misc.**

- 13.1 SRS shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 13.2 Failure by SRS to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations SRS has under this contract.
- 13.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

I hereby certify that I am an authorised party and have read and agree to these terms and conditions and agree to be bound thereby hence forth:

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_