

**AUTHORISATION AND ACKNOWLEDGEMENT OF TRADING CONDITIONS
WITH QUARANTINE CONDITIONS**

1. AUTHORITY FOR PURPOSES OF CUSTOMS AND EXCISE ACT 1996

For the purposes of section 158 of the *Customs and Excise Act 1996* ("**Customs Act**"), *I / we ("**Customer**") hereby authorise **Platinum Freight Management Ltd** (NZBN 9429041411902), ("**Company**"), its nominees and/or subagents as may be appointed from time to time, to act as *my / our Customs Broker for the purposes of the Customs Act (as amended from time to time), and for any purpose as required to meet the treatment standards and requirements of the New Zealand Ministry for Primary Industries ("**MPI**") for the importation or exportation of any commodities, at all places in the Commonwealth.

2. MPI TREATMENT STANDARDS AND REQUIREMENTS

- 2.1 In order to meet quarantine standards for import or export clearance, MPI may require the commodities to undergo certain treatments. These treatments may include heat treatment and the use of chemicals such as methyl bromide and ethylene oxide ("**Treatment**").
- 2.2 The Customer acknowledges that the Treatment may cause the commodities to be affected in such a way that the commodities are no longer suitable for their intended end use.

3. A PRUDENT OWNER

- 3.1 While the Company will liaise with MPI to determine whether the commodity is required to undergo Treatment, the Customer is responsible for their own knowledge regarding the quarantine treatment procedures and processes of MPI. The Customer must access this information for itself and may do so by requesting information in writing from the Company, an independent fumigator and/or MPI.
- 3.2 The Customer undertakes to be responsible for written notice to the intended recipient of the product, whether it is a wholesaler, manufacturer or retailer, of the Treatment that will be or was undertaken. The Customer also undertakes to ensure that the notice is signed by the wholesaler, manufacturer or retailer acknowledging they understand the Treatment process to be undertaken or that will be undertaken. A copy of this signed notice must then be forwarded to the Company no later than 30 days after Treatment has taken place.

4. INFORMATION AVAILABLE

- 4.1 The MPI website www.mpi.govt.nz provides general information on quarantine treatments and standards.
- 4.2 The contact details for MPI may be found on its web site www.mpi.govt.nz.

5. AVOIDING DAMAGE TO THE COMMODITY

- 5.1 Without limitation to the Customer's obligations set out at clause 3 above, the Company agrees that it will investigate the most suitable Treatment available for the Customer's particular commodity.

- 5.2 The Company may undertake the investigation of how the standards and requirements of MPI will be met with the least detrimental effect on the Customer's commodity by any one of the following means:
- (a) by seeking advice from an independent fumigator;
 - (b) by sourcing information from MPI;
 - (c) by arranging for a sample of the commodity to undergo a controlled treatment test;
 - (d) by using past experience as a basis for the decision; or
 - (e) any other method with the consent of the Customer.
- 5.3 Where the Company's investigation concludes that the product may be detrimentally affected by the Treatment (meaning the commodity is no longer suitable for its intended use) the Company will advise the Customer of its findings.
- 5.4 The Customer agrees that in order for the Company to fully investigate the safety and the effect of a treatment on a particular commodity, the Company must have sufficient time to investigate the matter. The Company may estimate a sufficient time and notify the Customer of that time period if requested to do so by the Customer.

6. CUSTOMER'S CONSENT

The Customer acknowledges that an investigation may be required into the need for Treatment of a particular commodity. The Customer authorises the Company to conduct an investigation into whether the commodity must receive Treatment. On completion of the Company's investigations the Company may decide that a particular commodity requires Treatment to meet MPI quarantine standards. If the Customer does not consent to the Company's selection of Treatments to be undertaken the Company may at its election and without notice to the Customer:

- (a) refuse to continue to act for the Customer;
- (b) at the cost of the Customer, place the goods in storage until the Customer agrees to Treatment that will satisfy MPI's quarantine requirements; and/or
- (c) where the goods are perishable or the cost of storage and treatment is likely to exceed the value of the goods; arrange for the Treatment and sale of the goods with such sale being on the terms set out in clause 7.11 of the attached Trading Conditions.

7. LIABILITY

- 7.1 The Company does not accept liability for any damage to the Customer's commodity arising from a Treatment undertaken in order to meet MPI quarantine standards and requirements or as a result of the Company's recommendation to have an investigation carried out.
- 7.2 The Company will not be liable for Treatment of the commodity resulting from an incomplete investigation or recommendation by the Company to MPI, where the Customer did not provide the Company with sufficient time to properly carry out its investigation with regard to the potential effect of the Treatment on the commodity.

- 7.3 The Company will not be held liable for any acts or omissions that cause the Customer to suffer loss or any acts of negligence performed by the Company, its directors, employees, nominee's and/or subagents performed in the investigation and/or provision of its services.
- 7.4 Without limitation to the indemnity set out in the Trading Conditions of the Company which are annexed to this Authority, the Customer will indemnify the Company in respect of:
- (a) any costs incurred in carrying out an investigation or the costs associated with Treatment of the goods, where those costs were incurred on behalf of the Customer;
 - (b) any penalties, fines, damages, losses, liabilities, legal costs (calculated on a solicitor client basis) incurred by the Company ("**Cost**") in performing services authorised under this Authority, regardless of whether the Cost was a result of the negligent or wilful act or omission of the Company, its offices, employees, agents, nominees or sub-contractors; and
 - (c) any claims made by sub-contractors or third parties concerning the provision of the Company's services in investigating and arranging suitable Treatment for the commodity.
- 7.5 The Company's liability for any loss or damage resulting directly or indirectly from any act or omission by the Company, its officers, employees, agents, nominees or sub-contractors, in relation to services performed under this Authority is limited to the full extent permitted by the law.
- 7.6 The Customer must have or must take out an insurance policy to cover any damage to the commodity caused by a Treatment required in order to receive MPI's clearance for the commodity to be imported or exported. The insurance policy must cover the full value of the commodity.
- 7.7 There is no need for the Company to suffer or incur any losses, costs, damages, liabilities, judgments, penalties or expenses before requiring payment from the Customer.

8. AUTHORITY FOR GST PURPOSES

In addition to the authorisation pursuant to **clause 1** of this Authority, the Customer further authorises the Company to quote the Customer's New Zealand Business Number NZBN as may be required by the Inland Revenue Department and the Goods and Services Tax Act 1985 and any other related legislation in respect of imported or exported goods at the time of making any form of reporting to the New Zealand Customs Service.

9. AUTHORITY FOR ALL OTHER LEGISLATIVE PURPOSES

Without limiting the generality of the authorisation and appointment pursuant to **clauses 1 and 8** of this Authority, the Customer appoints the Company to act on behalf of the Customer for all purposes contemplated by the Customs Act and any related legislation (including regulations and orders) and for any purpose required to assist with import, export or transportation of the goods of the Customer.

10. AUTHORITY FOR RELATED PURPOSES

This Authority extends to authorise the Company to attend to all other actions requested by the New Zealand Customs Service related to the clearance, carriage and delivery of the goods.

11. ACCEPTANCE OF TRADING CONDITIONS

11.1 The Customer agrees that all transactions undertaken by the Company, its nominees and/or its agents on behalf of the Customer are done so subject to the Trading Conditions and receipt of which is hereby acknowledged.

11.2 The Customer agrees that it accepts to be bound by this Authority and the Trading Conditions.

11.3 The authorised signatory whose name is set out below warrants that it is authorised to enter into this Authority on behalf of the Customer.

13. INCONSISTENCY

Where there is an inconsistency between the terms and conditions of the Trading Conditions, any Customer Credit Application, any fee quotation estimate or agreement and the terms and conditions of this Authority, the relevant documents shall be construed in the following order of priority:

- (a) the Trading Conditions;
- (b) this Authority;
- (c) any customer credit application; and
- (d) any fee quotation estimate or agreement.

14. TERM OF AUTHORITY

The Company and the Customer agree that this Authority will apply from the date of this Authority until properly terminated by either party.

Dated:

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Authorised Signatory	Position with Customer

.....
Full name of Authorised Signatory	Customer name

****Please ensure that clear and legible photo identification is provided with this authorisation****