



## **TERMS AND CONDITIONS OCTANE LOGISTICS LIMITED**

### **1.0 Our work for you**

- 1.1 Octane Logistics Limited (“we”, “our” and “us”) will provide our customer (“you” and “your”) to the best of our endeavours in accordance with these Terms and conditions (“Terms”).
- 1.2 We are not obliged to accept any specific vehicle transportation request. Where we do accept, however, you agree these Terms apply to the exclusion of any other Terms.
- 1.3 It is expected that you sign these Terms before we begin providing our services. Although we typically will not commence our services until the Terms are signed, if for any reason they are not signed, they will still apply given that they have been sent to you.
- 1.4 Our services are provided within the framework of the Contract and Commercial Law Act 2017 and other applicable laws and regulations.

### **2.0 Service charges and pricing structure**

- 2.1 The charges for our services will be calculated based on our standard pricing structure, which takes into account factors such as the distance to be travelled, the time travelled if the distance is shorter than 100 kilometres, and any additional services requested by you.
- 2.2 We reserve the right to adjust our standard pricing structure from time to time. However, any changes to our standard pricing structure will not affect the charges for services that have already been quoted or are in progress.
- 2.3 We provide a discounted “return trip” service. The return trip offers a 50% discount for that section of the transport. The following conditions apply for the return trip discount to apply:
- (a) The return trip must be booked as part of the same service and at the same time as the booking of initial trip;
  - (b) The return trip must be for the same vehicle under the same ownership as the initial trip; and
  - (c) This offer is subject to our rights to decline any particular transportation request.

*For example: You can contract with us to transport a vehicle with licence plate OCTANE1 from Auckland to Hamilton, and in that same booking include a return trip for the same OCTANE1 from Hamilton to Auckland, that return trip is eligible for a 50% discount.*

2.4 We also reserve the right to impose additional charges for any unforeseen expenses or costs incurred during the transportation of your vehicle, provided that we notify you of these additional charges as soon as reasonably possible. You will be responsible for payment of these additional charges upon receipt of our invoice.

### **3.0 Your responsibilities as our customer**

3.1 You must ensure that your vehicles comply with all laws regarding the transport of vehicles. You must meet all costs we might incur to comply with these laws. Any fees, charges, levies, or fines due to breaches of the law will also be your responsibility and you indemnify us in respect of these.

3.2 You are responsible for organising and paying for any and all vehicle insurance policies in relation to your vehicle.

### **4.0 Insurance and risk**

4.1 Unless agreed in writing otherwise, these Terms are an “owner’s risk” contract of carriage within the meaning of section 250 of the Contract and Commercial Law Act 2017. This means we will not be held responsible for any damage, loss, delay, or non-delivery of your vehicle, unless such damage, loss, delay, or non-delivery is attributable to any action or omission on our part, subject to these Terms and conditions.

4.2 We do not provide insurance for your vehicle during the transport process. This means you are responsible for ensuring that your vehicle is properly insured while it is in our possession.

4.3 However, we will reimburse you up to \$2,500 towards your insurance claim excess if the damage or loss is attributable to our action or omission. This reimbursement only applies if your vehicle is insured at the time the damage occurred.

### **5.0 Photographic record of vehicle condition**

5.1 Photographs will be taken by us of any damage, dust, dirt, or any other markings on the vehicles at the time of handover prior to transport. We will store these photographs in the digital file for this vehicle.

### **6.0 Right to decline transport requests**

6.1 Subject to any legal requirement to the contrary, we reserve the right to refuse to transport a vehicle for any individual, company, or any type of vehicle without explanation. We are also not obliged to accept any particular vehicle transportation request.

### **7.0 Legal implications and warranties under consumer protection laws**

7.1 The Consumer Guarantees Act 1993 (“the CGA”), the Fair Trading Act 1986 (“the FTA”) and other statutes may impose warranties, conditions, or obligations on us which cannot be excluded by law, or which can only be excluded to a limited extent by law.

7.2 Other than as expressly provided for in these Terms and conditions, we exclude all such imposed warranties, conditions, or obligations to the extent permitted by law and exclude any warranty, condition, or obligation imposed or implied under common law, equity or otherwise.

7.3 Where you acquire services from us for the purposes of a business:

(a) you acknowledge and agree that:

(i) you are acquiring the services covered by these Terms and conditions for the purposes of a business in terms of sections 2 and 43(2) of the Consumer Guarantees Act 1993; and

(ii) the services are both supplied and acquired in trade for the purposes of the FTA and the parties agree to contract out of sections 9 (Misleading and deceptive conduct generally), 12A (Unsubstantiated representations), and 13 (False or misleading representations); and

(b) you agree that all warranties, conditions, and other terms implied by the Consumer Guarantees Act 1993 or sections 9, 12A, and 13 of the FTA are excluded from these Terms and conditions to the fullest extent permitted by law and the parties further acknowledge and agree that it is fair and reasonable that the parties are bound by this clause.

## **8.0 Claim procedure and time limits**

8.1 If you wish to raise a claim with us about our services, you must:

(a) Notify us in writing about the issue within seven (7) days after delivery or, if the vehicle was not delivered, within 14 days after the delivery date we stated at the time of the agreement; and

(b) Start any legal action within six (6) months of delivery or, if the vehicle was not delivered, within six (6) months and 14 days of the supposed delivery date.

## **9.0 Limitations on Liability**

9.1 Except as otherwise provided in these Terms and conditions, we will not be liable for any loss or damage or liability of any kind whatsoever (including consequential loss or lost profit or business) whether suffered or incurred by you or another person and whether in contract, tort, or otherwise and whether such loss or damage arises directly or indirectly from services provided by us to you.

9.2 To the extent that we are liable for any reason for any loss suffered or liability incurred by you arising from any breach of these Terms and conditions or for any other reason, such liability is limited to the amount of the price of the services concerned.

## **10.0 Usage of promotional photographs and privacy protection measures**

10.1 Photographs may be taken for promotional purposes.

10.2 We wish to protect your privacy and have criteria for all photographs taken for promotional purposes. These photographs will not show the location of the vehicle, your house or garage, or your personal property, and no names will be mentioned in any accompanying promotional text. The photographs may include our own truck.

10.3 Photographs will not be posted to social media until the vehicle has been delivered.

10.4 If you would prefer us not to take any promotional photographs, please initial here: \_\_\_\_\_

#### **11.0 Handling of personal data and its implications**

11.1 You authorise us to collect, retain, and use information about you from any person for the purpose of assessing your creditworthiness. You consent to us, or any financier or credit-rating agency, making enquiries of and obtaining any information about your financial standing and creditworthiness.

11.2 We may also disclose information about you:

(a) to any person who guarantees, or who provides insurance, or who provides any other credit support, in relation to your obligations to us; or

(b) to such persons as may be necessary or desirable to enable us to exercise any power or enforce or attempt to enforce any of our rights, remedies, and powers under these Terms and conditions.

#### **12.0 Access to vehicle tracking system**

12.1 Our truck features global positioning system ("GPS") tracking. You will have access to the truck's location for the entire period of transport, from the time of pickup to delivery.

12.2 The GPS information and the truck's co-ordinates may not be shared with a third party at any time. This is for the security of all parties.

#### **13.0 Payment procedures and consequences of late payments**

13.1 Full payment is required within seven (7) days of delivery of our invoice to you.

13.2 In the event that any payment due under this agreement is not received by the designated payment date, the party responsible for the payment shall be considered in default.

13.3 The defaulting party will be liable to pay interest on any overdue amount at a rate of 10% per annum or the maximum rate allowed by applicable law, whichever is lower, calculated from the original due date of the payment until the date of actual payment. The interest shall be calculated on a daily basis.

13.4 We will notify you by email within five (5) working days of any default. We will specify the amount of the overdue payment and the due date for payment.

13.5 In the event of a late payment, we may, at our sole discretion, temporarily suspend or withhold services or any other obligations until the default is remedied.

- 13.6 In addition to the late payment interest, we are entitled to recover any reasonable costs, expenses, or legal fees incurred in the process of collecting the overdue amount, to the extent permitted by applicable law.
- 13.7 Our exercise of any rights in terms of late payments will not constitute a waiver of any other rights or remedies available to the non-defaulting party under this agreement or applicable law.
- 13.8 By signing this agreement, both parties acknowledge and agree to the late payment terms and conditions set out in clauses 13.1 to 13.7.

#### **14.0 Notices**

- 14.1 Any notice may be given by phone, in person, posted, or sent by email to you or where you are a company, to any of your directors. Any email address we have on file for you will be deemed to be an email address at which you accept service except where you expressly advise us otherwise.

#### **15.0 Precautions related to vehicle security during transport**

- 15.1 Movement can often trigger vehicle alarm systems during transport, which can cause batteries to run flat. To avoid this issue, all vehicles are left unlocked and any alarms are deactivated for the duration of the transport.

#### **16.0 Requirement of notifying vehicle safety conditions**

- 16.1 You must notify us in writing if the vehicle contains any materials, modifications, or any other conditions which might affect its ability to be transported safely.

#### **17.0 Specific guidelines for transporting electric vehicles**

- 17.1 We are fully equipped and experienced in transporting electric vehicles. It is essential, however, that you ensure that your electric vehicle has sufficient charge to be loaded on and off the transport vehicle.

#### **18.0 Liability exemption for personal belongings left in vehicles**

- 18.1 If you must leave personal items in your vehicle, they are there at your own risk. As explained in clause 15 above, all vehicles are transported unlocked and with their alarm systems deactivated. We are not responsible for loss or damage to any personal items left inside the vehicle at any time.

#### **19.0 Procedures for vehicle handover during pickup and delivery**

- 19.1 On pickup and delivery of the vehicle, we require that:
- (a) either you or your agent are present to complete handover of the vehicle;
  - (b) where we agree to pickup or deliver the vehicle to or from a storage facility or garage, that we have access to that storage facility or garage on terms acceptable to us.

19.2 Any instructions regarding handover must be clearly stated in writing via email at least 24 hours prior to delivery.

19.3 If the vehicle is not collected within seven (7) days after the agreed delivery date, we may choose to move the vehicle to a storage facility at your expense.

19.4 We reserve the right to rely on the directives of any person who we reasonably and in good faith identify as your agent.

## **20.0 Possibility of changes to terms of service**

20.1 We reserve the right to change these Terms of service at any time, without notice.

20.2 If changes are made, they will be posted on our website, and it is your responsibility to review these Terms regularly.

20.3 However, any changes to our Terms will not affect your rights in respect of services already in progress.

## **21.0 Protocols for delays and cancellations in transport service**

21.1 In the transportation industry, delays can occasionally occur due to weather, traffic, and other unforeseen circumstances. While we strive to adhere to the agreed schedule, unforeseen circumstances may result in changes to pickup and delivery dates.

21.2 Neither party shall be held liable for a delay or failure in performance of the agreement for services caused by circumstances beyond their reasonable control. However, this does not extend to your obligations to pay our costs.

21.3 Cancellations made by the client within five (5) working days of the pickup handover date may be subject to a cancellation fee. This fee will be 5% of the quoted cost of transport.

## **22.0 Personal Property Securities Register**

22.1 You hereby grant us a security interest in the vehicle, as defined under the Personal Property Securities Act (PPSA), as security for all amounts owing to us.

22.2 If the vehicle is not retrieved within a 90-day period, we retain the right to exert our security interest as delineated in the PPSA, which may encompass selling the vehicle to recoup any unpaid fees.

22.3 You waive any rights you might possess under sections 114(1)(a), 116, 120(2), 121, 125, 129, 131, and 133 of the PPSA.

22.4 You waive your right to obtain a copy of any verification statement, as defined in the PPSA.

22.5 You are required to provide us with advance written notice of any intended alteration of your name or address.

## **23.0 All amendments to be in writing**

23.1 We are only bound by amendments to these Terms where this is agreed in writing by us.

**24.0 Resolving disputes arising under these Terms**

24.1 Any claim or dispute arising under these Terms will be determined by arbitration under the Arbitration Act 1996 if the parties are unable to resolve such dispute themselves within one (1) month of the dispute arising. However, nothing in this clause prevents either party from taking immediate steps to seek any equitable relief before the New Zealand courts.

**25.0 Entire agreement**

25.1 These terms and conditions constitute the entire agreement between the parties and supersede any prior understanding or representation of any kind.

25.2 If any provision of these Terms and conditions is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

\_\_\_\_\_  
Client name

\_\_\_\_\_  
Date