Terms & conditions



6

- Throughout the term of this Agreement and any extension or renewal thereof, Fastway shall charge the Customer, and the Customer agrees to remunerate Fastway, as per the terms of this Agreement and the Applicable Rates for all shipments detailed other than those services carried out by way of a prepaid air waybill. Interest charges at the normal lending rate will apply for any overdue amounts payable.
- 2. Fastway has the right to increase the Applicable Rates by giving ten (10) days notice to the Customer.
- The Fastway Couriers International system is powered by the Aramex platform and accordingly systems and documents may refer and be branded as Aramex.
- 4. The Applicable Rates exclude customs duty, taxes and any other local charges incurred at the time of clearance of a shipment and which will have to be paid by the Customer or consignee.
- Applicable Rates are exclusive of GST or any other applicable value added tax.
- The Applicable Rates are charged on gross or volumetric weight, whichever is the greater.
- Rates are subject to the prevailing current Fastway Fuel Surcharge and are subject to change on notice from Fastway.
- Customer must ensure that the weight restrictions per piece must not exceed 30 kilos dead weight or the shipment may not be accepted.
- 9. Fastway accepts charges collect (CC) shipments to many destinations. CC charges refused by your consignee will be automatically invoiced to the Customer's account for payment by the Customer and the Customer indemnifies Fastway accordingly. Should the consignee refuse to pay customs duty or any other levies or taxes imposed by the customs authorities at destination, the charges will be automatically invoiced to your account for payment by the Customer and the Customer indemnifies Fastway accordingly. Interest charges at the normal lending rate will apply for any overdue amounts payable.
- 10. It is irrevocably and unconditionally agreed by the Customer that all courier shipments are subject to the Conditions of Carriage appearing on the face and the reserve sides of the Fastway standard house or waybill.
- 11. Without prejudice to any and all of these terms and conditions, Fastway's liability is limited to One hundred US dollars (US\$100) per each international courier shipment, in accordance with the Fastway limited liability scheme contained in its Conditions of Carriage provided.
- Customer is responsible for obtaining its own insurance for the freight. Fastway will assist the Customer to obtain such insurance, if requested, at a nominal fee payable to Fastway.
- 13. The adequate and safe packaging of the Customer's documents or goods for transportation is the responsibility of the Customer. Fastway accepts no responsibility for loss or damage to documents or goods caused by inadequate, incorrect or inappropriate packaging and labelling.
- 14. Fastway's interactive website www.aramex.com enables you to monitor the status of your shipments from the time of pick up to the point of delivery.

- 15. Non document shipments should be accompanied by a commercial invoice, printed on your company letterhead stating the full name and address of the consignee, description of the shipment and its value for customs purposes.
- 16. The transit times quoted are in working days and valid for shipments ex Auckland, and subject to customs clearance at destination.
- 17. Transit times are subject to on time arrival and departure of flights, custom's release time, political situations, industrial actions, weather conditions and any other circumstances outside the control of Fastway which may affect deliveries. Fastway will not be liable for any loss, including consequential loss, suffered by the Customer as a result of any delay in deliveries.
- 18. The Applicable Rates are valid for 1 month from the issue date. Once signed, the Agreement will be valid for a term of one (1) year from the date of signing and shall automatically renew for further terms of one (1) year each unless either party terminates the Agreement by giving thirty (30) days notice of termination to the other party.
- **19.** The Applicable Rates and terms and conditions of this Agreement are personal to the Customer and are non-transferable.
- 20. The Customer hereby irrevocably and unconditionally acknowledges and agrees that the execution of a Fastway house air waybill by any officer, director, employee or agent of the Customer or by any person appearing to Fastway, its officers, directors, employees or agents to be and officer, director, employee or agent of the Customer shall be deemed binding on the Customer as if it was made by a duly authorised signatory of the Customer.
- **21.** The Customer agrees that its freight is acceptable for transportation and is deemed unacceptable if:
- If it is classified a hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organisation) ADR (European Road Transport Regulation on dangerous goods), any applicable government department or other relevant organisation;
- No customs declaration is made when required by applicable customs regulations;
- It contains counterfeit goods, animals, bullion, currency, bearer form negotiable instruments, precious metals and stones, real or imitation firearms or parts thereof, weapons, explosives and ammunition, human remains, pornography or illegal narcotics/drugs
- It contains any other item which Fastway decides cannot be carried safely or legally, or
- · Its packaging is defective or inadequate
- 22. If the Customer's freight is transported by air and involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention, or the Warsaw Convention as applicable, governs. For international road transportation, the Convention for the International Carriage of Goods by Road (CMR) may apply. These conventions limit Fastway's liability for loss or damage.
- 23. Customer agrees to all routing and diversion, including the possibility that the freight may be carried via intermediate stopping places, where required.
- **24.** Fastway has the right to open and inspect a Customer's freight without notice and accordingly return to the customer at the agreed return domestic rate if the goods are not fit for shipping.

Signed by	Date
Name	
Position	

nitial Signature