## Anywhere Moving & Storage Ltd – Terms and Conditions

Preamble
All Services of Anywhere Moving & Storage Ltd, whether gratuitous or not, are supplied 9.1 subject to these terms and conditions and.
(a) the provisions of Part I shall apply to the provision of all and any Services.
(b) the provisions of Part I shall only apply to the Hirs of Container(s) Only.
(c) the provisions of Part III shall only apply to the Sale of Container(s) Only.
PARTI - GENERAL CLAUSES
9.2

Definitions

Part 1 - GENERAL CLAUSES

\*Company\* means Anywhere Moving & Storage Ltd, its successors and assigns, or any person acting on behalf of, and with the authority of, Anywhere Moving & Storage Ltd.

\*Customer\* means the person's hining and/or purchasing the Container(s), as specified in any quotation, order, invoice or other document, and if there is more than one Customer is a reference to each Customer jointly and severally.

\*Container(s)\* means all Cortainers supplied either on a hire or sale basis by the Compant to the Customer, at the Customer's request, from time to time (where the context so permits the term "Container" shall include the provision of any services by the Company, including, but not limited to, packing the Goods into the Container(s) or delivery of the Coods.

\*Charges\* means the price payable for the hire and/or purchase of the Container(s) or storage thereof, as agreed between the Company and the Customer in accordance with clause 5 below.

\*Polivery\* means the delivery, or access, of the Container(s) to the Customer in accordance. **2**. 2.1

Delivery\* means the delivery, or access, of the Container(s) to the Customer in accordance

with claise 6. Acceptance
The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for any Container(s), or accepts Delivery.
These terms and conditions may only be amended with the Company's consent in writing, and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and the Company.
Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act.
Change in Control **3.** 3.1

3.3

panies have compined with dectoral zero in the teachors. An assectation set 2000 of any proposal applicable provisions of that Act or any Regulations referred to in that Act.
Thange in Control give the Company not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax numbers, or business practice). The Customer's failure to comply with this clauser and the Customer's failure to comply with this clauser.

5.5

contact phone or fax numbers, or business gractice). The Customer shall be liable for any loss incurred by the Company as a result of the Customer's failure to comply with this clause.

Charges and Payment

At the Company's sole discretion, the Charges shall be either.

a) as indicated on any invoice provided by the Company to the Customer, or

(b) the Company's quoted Charges (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

The Company reserves the right to change the Charges:

(a) if a variation to the Container(s) which are to be supplied is requested (including the quantity, specifications, Hire Period, date of Delivery, or otherwise, etc.);

(b) as a result of an increase in the Company's costs due to changes in statutory, government, or local body charges, taxes, levies, etc., with respect to the Container(s), which are outside the control of the Company's (notuding, without limitation, increases in which the container of the company's sole discretion and one of the company's costs due to changes will be payable by the Customer on the dates determined by the Company, which may be:

(a) upon one (1) month's written notice to the Customer.

Time for payment for the Container(s) being of the essence, the Charges will be payable by the Customer on the dates determined by the Company, which may be:

(a) before Delivery;

(b) by way of installments/periodic payments in accordance with the Company's payment schedule; or

(c) the date specified on any invoice or other form as being the date for payment, or

(d) failing any notice to the Customer by the Company,

Payment may be made by cash, cheque, bank cheque, electronicon-line banking, credit card, or by any other method as agreed to between the Customer and the Company.

Punters other must pay any other taxes and duties that may be applicable in addition to the Charges and on the same basis as the Customer pays the Charges, are dation the Customer must pay any other taxes and dut

5.9

strain continue.

The Customer shall not be entitled to set off against, or deduct from the Charges, any sums owed (or claimed to be owed) to the Customer by the Company, nor to withhold payment of any invoice because part of that invoice is in dispute.

Delivery.

owed (or claimed to be owed) to the Customer by the Company, nor to withhold payment or any invoice because part of that invoice is in dispute.

Delivery of the Container(s) is taken to occur at the time that:

(a) the Customer (or the Customer's nominated carrier) takes possession of (or accesses) the Container(s) at the Company's permisser;

(b) the Company (or the Company's nominated carrier) delivers the Container(s) to the Customer's nominated address, even if the Ustomer is not present at the address.

At the Company's sole discretion, any costs of Delivery are in addition to the Chargers. The Customer must take Delivery, by receipt or collection of the Container(s), whenever they are tendered for Delivery, in the event that the Customer is unable to take Delivery, and or the storage of the Container(s). Any time or date given by the Company to the Customer is an estimate only. The Customer must still accept Delivery, even if late, and the Company will not be liable for any loss or damage incurred by the Customer as a result of Delivery being late.

Title

Where this is a hire contract, the Container(s) are, and will at all times remain, the absolute

re this is a hire contract, the Container(s) are, and will at all times remain, the absolute erty of the Company; y of the Company; is this a contract for the purchase of the Container(s), and until ownership of the ner(s) passes to the Customer in accordance with sub-clause 5.7:
Customer is only a bailee of the Container(s), and must return the Container(s) to

Where is this a contract for the purchase of the Container(s) and until ownership of the Container(s) assess to the Customer in accordance with sub-clause 5.7.

(a) the Customer is only a bailee of the Container(s), and must return the Container(s) to the Company on request:

(b) the Customer holds the benefit of the Customer is insurance of the Container(s) on trust for the Company, and must pay to the Company the proceeds of any insurance in the event of the Container(s) being lost, damaged or destroyed;

(c) the Customer must not sell, dispose, or otherwise part with possession of the Container(s), other than in the ordinary course of business, and for market value. If the Customer sells, disposes or parts with possession of the Container(s) then the Customer sells, disposes or parts with possession of the Container(s) then the Customer sells, disposes or parts with possession of the Container(s) than the Customer sells, disposes or parts with possession of the Container(s) has the part of the Container(s) and the Customer sells, disposes or parts with possession of the Container(s) has the part of the Container(s) and the Customer sells, disposes or parts with possession of the Container(s) has the part of the Container(s) and the Customer of the Container(s) and the Customer.

The Customer grants the Company (or their agent) the right to (as the invitee of the Customer, or any premises where the Container(s) and the customer of the Customer or any premises where the Container(s) and the customer of the Customer or any premises where the Container(s) and the customer of the Customer or any premises where the Container(s) and the customer of the Customer or any premises where the Container(s) and the customer of the Customer or any premises owned, occupied or used by the Customer or any premises where the Container(s) and the customer of the Customer or any premises where the Container(s) and the cu

e Customer undertakes to:
sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Company may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register; indemnify, and upon demand reimburse, the Company for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any registration made thereby, not register a financing change statement or a change demand without the prior written consent of the Company; not register or permit in he revisited a financing change statement or a change demand without the prior written consent of the Company;

consent of the Company,

(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the registered, a financing statement or a financing change statement in relation to the registration in favour of a third party without the prior written consent of the Company,

(e) immediately advise the Company of any material change in its business practices of selling the Container(s) which would result in a change in the nature of proceeds derived from such sales.

The Company and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.

The Customer waves its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.

Unless otherwise acreed to in writing by the Company the Customer sections.

8.3

129, 131 and 132 of the PHSA. Unless otherwise agreed to in writing by the Company, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA. The Customer shall unconditionally ratify any actions taken by the Company under clauses 8.5 8.6

Security and Charge
In consideration of the Company agreeing to supply the Container(s), the Customer charges
all of its rights, title and interest (whether joint or several) in any land, realty or other assets
capable of being charged, owned by the Customer either now or in the future, to secure the
performance by the Customer of its obligations under these terms and conditions (including,
but not limited to, the payment of any money).
The Customer indemnifies the Company from and against all the Company's costs and
disbursements including legal costs on a solicitor and own client basis incurred in exercising
the Company sights under this clause.
Company (and each director thereoft) as the
Customer's true and lawful altorney's to perform all necessary acts to give effect to the
provisions of this clause 9 including, but not limited to, signing any document on the
Customer's behalf.

provisions of this uduous a mountain state of the Containers of th

until the date of payment, at a fate of two after a fate percent (£.2%) per caterioal mount (and at the Company's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Customer owes the Company money, the Customer shall indemnify the Company from and against all costs and discussements incurred by the Company in recovering the description of the company of the customer shall be a company in recovering the description of the company of the customer shall be a company of the customer shall be a considered to the company may have under this contract, if a customer has made payment to the Company may have under this contract, if a customer has made payment to the Company by credit cand, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Company under this dause 11, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's boilgalions under this agreement. Without prejudice to any other remedies the Company may have, if at any time the customer is in breach of any obligation (including those relating to payment) under these terms and conditions:

(a) the Company may refuse access to the Container by the Customer and/or enact their

Lustomer is in breach of any obligation (including those relating to payment) under these terms and conditions:

(a) the Company may refuse access to the Container by the Customer and/or enact their right to terminate this contract in accordance with the terms and condition herein; and (i) in the event the Charges for any other monies owing) are not paid in full within twenty-eight (28) days of the due date for payment, the Company may (without further notice) enter the Container(s) or repossess the Container(s) in a Container(s) in a date possession and/or sell or dispose of any Goods stored in the Container(s) on such terms that the Company may delemente. The Company may delemente the Container(s) or such terms that the Company may desired by the Company on the disposal of the Container(s) All process mories recovered by the Company on the disposal of the Container(s) or any part, of any has exercised its rights under this clause. Without prejudice to the Company's other remedies at law, the Company shall be entitled to cancel all, or any part, of any order of the Customer which remains unfulfilled, and all amounts owing to the Company shall, whether or not due for payment, become immediately payable if:

(a) any money payable to the Company becomes overdue, or in the Company's cinimin the Customer will be unable to make a remember.

payable if:

(a) any money payable to the Company becomes overdue, or in the Company's opinion
the Customer will be unable to make a payment when it falls due;
(b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or
enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

in respect of the Customer or any asset of the Customer.

Cancellation
The Company may cancel any contract to which these terms and conditions apply, or cancel the supply of Container(s) at any time before Delivery, by giving written notice to the Customer. On giving such notice the Company shall repay to the Customer any money paid by the Customer for the Container(s). The Company shall not be liable for any loss or damage whatsoever arising from such cancellation. In the event that the Customer cancels this contract, or Delivery, the Customer shall be liable for any and all loss incurred (whether direct or indirect) by the Company as a direct result of the cancellation (including, but not limited to, any loss of profits).

Constitution of the Customer's perfect of the Customer's specifications, or for privacy Act 195.

The Customer authorises the Company (or the Company's agent) to:

(a) access collect, retain and uses any information about the Customer's Justomer authorises the Company (or the Company's agent) to:

(a) access collect, retain and uses any information about the Customer's Justomer authorises of the Company's agent) to: **12.** 12.1 12.2

12.3

Privacy Act 19 will definitely not be accepted once an order has been placed.

Privacy Act 19 and the privacy Act 19 and 19 and

13.2

correct any incorrect information about the Custonier neio by the Company.

General

The failure by the Company to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Company's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, filegal or unenforceable the validity, existence, legality and enforceability of the tracking exclusions shall be affected remixinged or impairing.

invalid, void, "illegal or unenforceable the validity, existence, legality and ennorceability or une remaining provisions shall not be affected, prejudiced or impaired. Unless expressly negated or varied, these terms and conditions, and any contract to which they apply, shall be governed by the laws of New Zealand, and are subject to the jurisdiction of the Hastings District Court of New Zealand.

The Company shall be under not liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Company of these terms and conditions (alternatively the Company's liability shall be limited to damages which under no circumstances shall exceed the Channes!

induling state or emitted to such a contract all or any part of its rights, title, interest and/or obligations under this contract (including amount due, and to become due) without the Customer concest.

The Customer concest.

The Customer agrees that the Company may amend any term or condition of this contract at any time, if the Company makes such amendment, it will notify the Customer in writing of such, and require the Customer to accept the amendment in writing before such amendment will take effect. The Customer.

(a) will be taken to have accepted such amendment if the Customer makes subsequent navment of any Charges payable by the Customer under this contract, or

will be taken to have accepted south anothering in a large payment of any Charges payable by the Customer under this contract; or may terminate this contract, without suffering any liability for doing so hereunder, in the event the Customer notifies the Company in writing that it does not accept such

event me Customer notifies the Company in writing that it does not accept such amendment. The Customer hereby disclaims any right to rescind, or cancel any contract with the Company or to sue for damages or to daim restitution arising out of any inadvention misrepresentation made to the Customer by the Company and the Customer acknowledges that the Container(s) are purchased or hired relying solely upon the Customer's skill and judgment.

judgment. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of

lock-out, industrial action, fire, thood, storm or ouner even the party.

The Customer warrants that it has the power to enter into this contract and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this contract creates binding and valid legal obligations on it. Any personal guarantee made by a third party shall not exclude the Customer in any way from the liabilities and obligations contained in this contract, and such guarantoris and the Customer shall be jointly and severally liable under the terms and conditions of this contract.

PART II - HIRE OF CONTAINER(S) ONLY

PART II - HIRE OF CONTAINER(S) ONLY

The hire period shall start from the time that:
(a) the Container(s) depart from the Company's premises, and will continue until the return of the Container(s) thereto, and/or until the expiry of the hire period (or extension thereto granted by the Company), whichever least occurs, or
(b) the date as agreed between the parties (and as stipulated in this contract), and will continue until the expiry of the hire period (or extension thereto granted by the Company), whichever least cours, or
(c) the date as agreed between the parties (and as stipulated in this contract). No allowage of the contract of any reason, unless the Company confirms speed infor arrangements in writing. In the event the Container(s) are not returned to the Company, or the Goods remain stored in the Container(s) on the termination of the contract, or expiry of any specified hire period (or extension thereof), at the Company's sole discretion:
(a) the hire of the Container(s) shall continue on a monthly basis, unless terminated by way of the either party providing the other with seven (7) days' written notice (and the Container(s) shall be returned or delivered up the Company in accordance with clause 20.1. The Company shall be entitled to charge the Customer additional Charges on a pro rate basis) if less than the requisite notice is given by the Customer, or (b) the Company may advise the Customer that unless the Coods are removed (within Company without payment or compensation. If the Customer fails to comply with such notice, ownership of the Goods shall immediately pass to the Company; or (c) the Company may enforce its rights under clause 7.3.

Insurance and Indemnity

The Goods are (at all times) stored, handled and transported at the Customer's sole risk.

(c) the Company may enforce its rights under clause 7.3. Insurance and Indemnity The Goods are (at all limes) stored, handled and transported at the Customer's sole risk. The Company shall not be responsible for any damage to the Goods stored in the Container(s), and it is the Customer's responsibility to ensure that the Goods are insured against all possible damage (including, but not limited to, the peris of accident, fine, flood theft, burglary, leakage or overflow of water, heat, spillage of material from any other container, the removal or delivery of the Goods, peat or vermin or any other reason

whatsoever, including acts or omissions of the Company or persons under its control, and all other usual risks) and detenoration.

We of the comment of the company of the company of the company of the control of the

18.2

(g)

(h) (i)

Container(s) is such use would in any way aggravate the damage or otherwise prejudically affect the Container(s), or any part thereof, to be used by any other party for any other purpose, without the express written approval of the Company, the Container(s) or any part thereof, to be used by any other party for any other purpose, without the express written approval of the Company, the container(s) in their own possession and control and shall not assign the benefit of this contract, nor be entitled to lien over the Container(s). The container(s) is used a manner as to make them legally a fixture forming part of any freehold.

If the Company the right to enter the nominated site where the Container(s) are stored at all reasonable times to view the state thereof:

In termination of the Hire Period, return (or deliver up) the Container(s) to the Company.

If the Company the parts and accespones, of the company complete with all parts and accespones, of the company.

If the weight is the container(s) that are for whatever reason destroyed, written off, or not returned to the Company, the Customer will pay:

If the new list price of any Container(s) that are for whatever reason destroyed, written off, or not returned to the Company,

all costs incurred in cleaning the Container(s), by the amount equal to ten percent (10%) of the new list price of the Container(s) up to an amount equal to the percent (10%) of the new list price of the Container(s) up to an amount equal to ten percent (10%) of the new list price of the Container(s) and any way whatsoever other than by the ordinary use of the Container(s) and returning the Container(s) to the Company's presenties.

If the container is the Company is reasonable opinion) in any way whatsoever other than by the ordinary use of the Container(s) and returning the Container(s) to the Company's presenties.

(d) any costs Company

any obsist inclined by the Company's moleculing and returning the Container(s) or use Company's premises; any Charges the Company would have otherwise been entitled to for the Container(s), under this, or any other contract; any insurance excess payable in relation to a claim made by either the Customer or the Company in relation to any damage caused by, or to, the Container(s) whilst the same is hired by the Customer, and irrespective of whether charged by the Customer's insurers or the Company's

Container(s) Stored at the Company's Premises

The Company is not a bailee or warehouseman of the Goods, and the Customer acknowledges that the Company does not take possession of the Goods (subject to clauses 15.3(b) and 11.4(b)).

The Customer. 19.2

e Customer:

expressly warrants to the Company that the Customer is either the owner (or the
authorised agent of the owner) of the Goods which are to be stored in the Container(s),
and by entering into this contract the Customer accepts these terms and conditions for
all other persons on whose behalf the Customer is acting;
acknowledges and agrees that this contract does not create an interest in land and the
Customer by merely the ight to store the Goods in the Container(s) allocated to the
Customer by the Company for the Hire Period;
acknowledges that the Company shall be entitled to open the Container(s) at any time,
and by any method, where required to by law or by any legal authority;

(i) Use the Container(s) for accounter of the Container of the Containe

(c)

(d) shall foct:

(i) use the Container(s) for any purpose other than storage of the Goods, including carrying on business or other activity (illegal, immoral or otherwise) at the Company's premises;

(ii) obstruct or interfere with the use of the Company's premises by the Company or Its other customers.

Access to, and additions and removals of Goods from, the Container(s) will only be

19.3

Occurred to a greenware between the parties, but shall not be permitted by any person other than the Customer and any authorises derson(s) as specified in writing by the Customer to the Company), unless the Customer gives personal or telephone instruction to the

the Company), unless the Customer gives persuriar or temperature insurance and company. The Customer consents to access and inspection of the Container(s) by the Company provided that the Company gives the Customer five (5) days written notice. In the event of an emergency (that is where property, the environment or human life is, in the Company copinion, threatened), the Company may enter the Container(s) using all necessary force without the written consent of the Customer; but the Company shall notify the Customer as soon as practicable be entitled to terminate this contract without giving prior notice (but will send notice to the Customer in writing within seven (7) days) if the Company enters the Container(s) under clause 19.4 and there are no Goods stored therein.

**20.** 20.1

ExpiryTermination

Upon expiryTermination of the contract, the Customer must.

(a) remove all Goods from the Container(s) and leave it, or deliver it up to the Company, in a clean condition, and in a good state of regain; to the Company's satisfaction; and (b) pay any outstanding Charges and any other monies owed to the Company under the contract, up to the date of termination, or clause 11.4(b) may apply.

PART III - SALE OF CONTAINER(S) ONLY

Risk Risk of damage to or loss of the Container(s) passes to the Customer on Delivery, and the Customer must insure the Container(s) on, or before, Delivery. Customer must insure the Container(s) on, or before, Delivery,
If any Container(s) are damaged or destroyed following Delivery, but prior to ownershap passing to the Customer, the Company is entitled to receive all insurance proceeds payable for the Container(s). The production of these terms and conditions by the Company sufficient evidence of the Company is entitle to receive the insurance proceeds without the need for any person dealing with the Company to make further enquiries. If the Customer requests the Company to layer Container(s) outside the Company's premises for collection, or to deliver the Container(s) to an unattended site, then such Container(s) shall be left at the Customer's sole risk.

21.3

Container(s) shall be left at the Customer's sole risk. Warranty In the case of brand new Container(s), the warranty shall be the current warranty provided by the manufacturer thereof. The Company shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Container(s). In the case of second-handfused Container(s), the Customer acknowledges that it has had full opportunity to inspect the Container(s) prior to Delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by the Company as to the quality or suitability for any purpose and any implied warranty, statutory or cherwise, is expressly excluded. The Customer acknowledges and agrees that the Company has agreed to provide the Customer with the Container(s), and calculated the Charges thereof, in reliance of this clause 22.