

Making the most of PBT's Solutions.



Thank You

for choosing PBT as your **Trusted Freight Solution.**

We can't wait to get you moving.
To make things as simple as possible and to ensure you take advantage of all PBT has to offer you we have collated a range of material to kick start your journey with PBT.
We are always looking for feedback so if there is something you think we have missed or you would like to see, let us know [here.](#)

The PBT Team

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Keep in touch

We understand that communication is a two way street and we do our best to keep you informed with whats going on in our network.

Our email and Twitter service updates allow us to be proactive so that you don't have to pick up the phone to find out whats going on. We also have a nationwide team of customer service agents ready to help.



/thepbtgroup



/thepbtgroup



For mail
service updates
Click [here](#).

Our Customer Services Team

We're here to help- Contact us between 7.30am-6pm



0800 FOR PBT
(0800 36 77 28)



customerservice@
pbt.co.nz

Our Customer Service Structure

Support Team

Our support team are here to help. If you have an inquiry or would like to book a job you can reach them by phone or email between the hours of 7.30am and 6pm. *When emailing our support team you can expect a response within 1 hour.*

Resolutions Team

If by chance our Support Team can't resolve your inquiry during first contact it will be passed on to our Resolutions team. The Resolutions team are there to keep you in the loop and ensure that all inquiries are investigated and resolved in a timely manner.

Communications Team

We are committed to proactive communication and keeping you informed. If there is something you need to know one of our Communications Team members will be in touch.

Branch Details

Whangarei

13-17 Bougainville St, Whangarei | (09) 430 6888

Auckland

18-20 Bell Avenue, Mt Wellington | (09) 250 0800

Auckland- West

699 Rosebank Rd, Avondale | (09) 828 0347

Auckland- North

20 Corinthian Drive, Albany | (09) 441 4865

Hamilton

279 Kahikatea Drive, Frankton | (07) 846 8550

Tauranga

64 Portside Drive, Mt Maunganui | (07) 575 9877

Rotorua

71-75 Riri Street | (07) 349 4588

Gisborne

259 Awapuni Rd, Awapuni | (06) 842 1888

New Plymouth

Cnr De Havilland Drive & Connet Rd | (06) 755 9688

Hawkes Bay

9 Waitane Place, Onekawa | (06) 843 1888

Palmerston North

16 Downing Street | (06) 354 5980

Wellington

10a Barnes Street, Seaview | (04) 570 4140

Blenheim

5 Bristol Street, Riverlands | (03) 577 2400

Nelson

13 Elms Street, Richmond | (03) 544 0472

Greymouth

18 Arney Street | (03) 768 7281

Christchurch

11 William Lewis Drive, Hornby | (03) 344 3550

Timaru

14 Washdyke Flat Road | (03) 683 9040

Dunedin

19 Strathallen Street | (03) 455 1468

Cromwell

27 McNulty Road | (03) 445 4188

Invercargill

Cnr Preston & Howarth Streets, Waikiwi | (03) 215 4387

Other Contacts

General Sales

Sales@pbt.co.nz
0800 PBT Sales

IT Support

web@pbt.co.nz

Claims

claims@pbt.co.nz

Accounts

accounts@pbt.co.nz

Ticket Sales

tsakl@pbt.co.nz

FAQ's

How do I get an item delivered without a signature?

PBT Couriers can supply 'No Signature Required Tickets' to clients (once a No Signature Required Agreement has been signed and received by PBT). An Agreement is available from your Account Manager; there is a small cost to these tickets.

Simply affix the ticket to your parcel (together with your normal prepaid ticket or PBLink label). This indicates to the courier that your goods are to be left at the premises - without a signature. Couriers are instead required to complete the peel off portion stating where the goods were left (eg. 'Goods left at BACK DOOR' or 'Goods left at STANLEY STREET RECEPTION').

What is VFC?

The Variable Fuel Charge (VFC) is a charge applied to all PBT services to off-set the cost of fluctuating fuel prices.

You will notice on your PBT invoice that there are 2 price components, a base charge and a VFC charge. The base charge is the price for PBT freight services as set out in your contract with us. The VFC, which is calculated and set monthly, is applied as a percentage to the base charge to give you your final price for your PBT freight services.

For a copy of the current VFC table contact sales@pbt.co.nz

Why is there a time lag between current diesel prices and the VFC?

We calculate the VFC for the month using the average diesel price from two months prior; this gives you 1 months' notice of the new rates.

What is RUC?

RUC stands for Road User Charge. This is a charge implemented by the New Zealand government to contribute to the cost of the Roads of National Significance Programme which was introduced in 2012. The government set out a plan for 3 scheduled rate increases to be implemented on the 1st of July each year with the last set one being for July 2015. There are 7 roads of national significance in NZ, some of which developments on have not begun so it is reasonable to assume the government will continue to fund these projects via RUCs past 2015.

This charge will be recovered through the Variable Fuel Component (VFC) line on your invoices. Contact sales@pbt.co.nz to find out what the current RUC is.

FAQ's Cont.

How do I update my details?

You can update your details in the MyPBT portal on the PBT website

1. Visit www.pbt.co.nz
2. On the right hand side of the screen in the e-services panel select My PBT, you may be required to log in if you haven't already.
3. Select view/ update company details- second option.
4. Select field that required updating and enter the new details
5. Select submit

How do I find out if an address is Rural?

1. Visit www.pbt.co.nz
2. On the right hand side of the screen in the e-services panel select Rural finder (picture of a tractor)
3. Enter the address in the form- it will come up with Rural or Non-rural.

At the moment this tool only works for Courier customers, we are currently working on a solution for our Transport clients, in the meantime you can call 0800 FOR PBT to find out if the Transport address you are sending to is rural.

Are my items insured?

Providing the goods moved adhere to the terms set out in the PBT Terms and Conditions of Carriage your goods will be insured up to \$2000 under Carriers Liability.

How do I track my item?

To check the status of your item;

1. Visit www.pbt.co.nz
2. Type your reference number or tracking number in the top right hand PBTrack field on the home page click go!
3. View scans, delivery signature and even a Google image of where the item has been delivered (please note you must be logged into your PBT account to view delivery signatures and a picture of the address).

What are PBT's Terms and Conditions of Carriage?

You can view our current terms and conditions online [here](#).

Measuring your freight

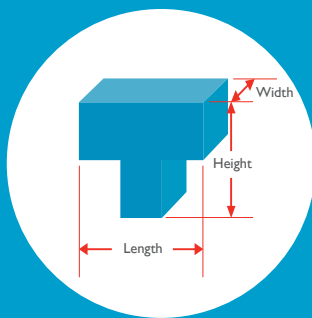
Step One: Calculate the cube (volume)

Firstly, you will need to calculate the cube measurement of your item. We have included a few different formulas for different shaped freight.

Formula's for different shaped freight:

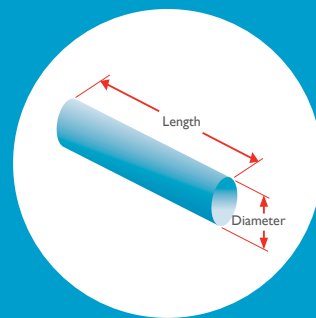
Irregular Shapes

Height (m) x Width (m) x Length (m)



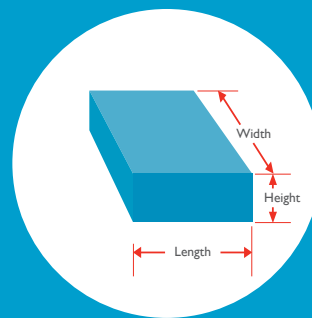
Cylinder

Diameter (m) x Diameter (m) x Length (m)

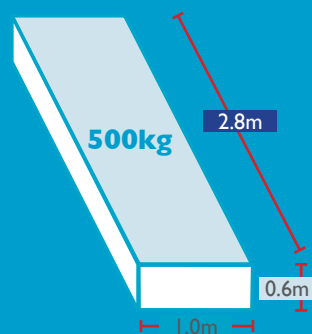


Box

Height (m) x Width (m) x Length (m)



Example using the box formula



$$\begin{matrix} \text{Height} & \text{Width} & \text{Length} & \text{Cubic} \\ 0.6\text{m} & \times & 1\text{m} & \times 2.8\text{m} = \underline{1.68\text{m}^3} \end{matrix}$$

Step Two: Weigh your item

To calculate the correct weight of your freight, use a calibrated set of scales. Record this figure in kilograms. Please remember to weigh the entire item and its packaging, including the pallet!

Reading your rates schedule- Transport

Using your PBT Transport rate card we will calculate the cost of moving your item from A 2 B. If you don't have a rate on your rate cards please email our team for a rate to be loaded BEFORE you send your freight. The highest rate out of the cubic rate and tonne rate will be

For this example lets say;

Your rates are as follows;

Rates Ex: Penrose	Service: Door to Door Weight and Cubic		Rates as at:
Destination	Tonne Rate (\$)	Cubic Rate (\$)	Minimum Charge (\$)
Queenstown	570.00	285.00	45.32
Wellington	298.00	99.33	33.16

Your item weighs;

500kg

The cube is;

1.68m³

The Tonne Rate

$$\begin{aligned} &(\text{Tonne rate} \times \text{weight of item (kg)}) \div 1000 \\ &= \text{Tonne Rate} \\ &(\$570.00 \times 500(\text{kg})) \div 1000 = \underline{\$285} \end{aligned}$$

The Cubic Rate

$$\begin{aligned} &\text{Cubic rate} \times \text{cube of item} \\ &= \text{Cubic Rate} \\ &\$285 \times 1.68 = \underline{\$478.80} \end{aligned}$$

In this example (Auckland to Queenstown) the cubic rate is the highest at **\$478.80** and would be the rate you would be charged plus RUC & VFC.

In another example, sending your item from Auckland to Wellington the tonne rate would be **\$149** ($(298 \times 500) \div 1000 = \149.00) and the cubic rate would be **\$166.32** ($\$99.33 \times 1.68 = \166.87). So your rate for this shipment would be **\$166.87**.

A guide to PBT's E-services

We have a range of fantastic tools online that help you save time and manage your day to day functions. Our aim is to provide you with tools that offer simplicity, control and transparency.

Using E-services

1. Visit www.pbt.co.nz











2. Select the E-service you require from the E-services panel located on the right side of your screen.

For PBTrack enter your reference number (ticket/ con note/ FF number/ your own reference) in the field provide, then press GO!

3. For E-services that require a login a login window will appear. Enter your login code and password and press GO.

Did you know?

You can have multiple E-services users per company. Use “My PBT” to manage add and delete E-services users. My PBT allows two levels of access- General and Administrator. Refer to: “How to: My PBT” for more information.

E-service	Function
	Standard View Receivers can track the progress of their delivery.
	Customer View Once logged in you can view the above information plus view signatures and see the delivery point using MapIt.
	Order a pick-up at the touch of a button.
	Enter freight forward jobs online. Manage movements by clicking “view freight forward summary” Use the “duplicate transaction” to save time!
	Fast and convenient check the prices and place orders on PBT product available to you.
	My PBT allows you to view and update your account details, you can also change passwords and set up new and existing users for PBT E-services.
	Search, view, print and download invoices and statements with ease.
	Here you will find a range of forms for your day-to-day freight distribution needs.
	The rural finder is a handy tool which identifies if a delivery address is rural or not. This tool applies to PBT Courier delivery's only.
	Organise collection or redelivery of card left items using the card left application.

A guide to MyPBT

My PBT allows you to view and update your account details, you can also change passwords and set up new and existing users for PBT E-services.

1. To enter the myPBT area click on the myPBT button in the e-services box displayed on the right hand side of the PBT website, www.pbt.co.nz. If you have already entered your login code and password in another service, you'll be taken straight into myPBT. If not, you will be prompted to enter your login code and password. Press 'GO' to display the myPBT menu table.
2. Select the service that you require from the following list (Administrator access is required to access all six options):

Change my password
View / Update company details
Add new user

Modify existing user
Unlock user
View all users

How do I update our company details?

After logging in as an Administrator, click on option 2 – **View / Update company details** - from the displayed menu. Update the relevant field(s) by overwriting the information currently displayed. Once you have completed your changes, press 'Submit' to enter these into our databases. Should we have a query with any of the information supplied we will contact you.

How do I set up and manage new E-services users?

After logging in as an Administrator, click on option 3 - **Add new user** - from the displayed menu. Tab or click through each of the available fields and enter set-up information for each new user.

Note that the login code is your account number followed by a dot and then up to three characters (eg 192837.JPM). We recommend using the user's initials. Select the services that the user will have access to and whether prices are to be visible for them. Then press 'GO' to load.

Using myPBT, Administrators have total control to manage users (ie. add, modify, delete and unlock). For further assistance visit FAQs or [click here](#) to email the website support team.

How do I change my general or administrator passwords issued by PBT?

After logging into myPBT as a General or Administrator user, click on option 1 - **Change my password** - from the displayed menu. Tab or click through each of the available fields entering your old and new passwords as required. (Passwords must be a minimum of six characters and can be alpha-numeric). Then press 'GO' to change your password.

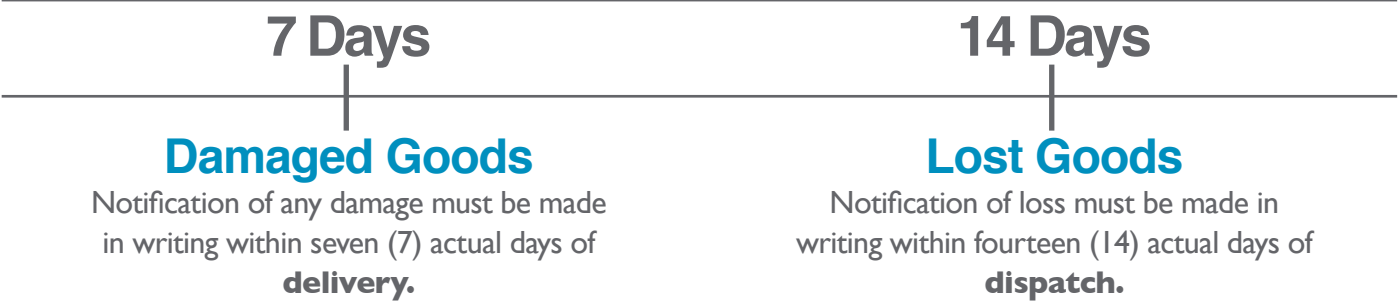
Please note that the 'Change my password' service is only available for passwords issued by PBT. To change access details set-up by your own company, please contact your Administrator.

A guide to our claims process



We know that claims are an inconvenience to your business, for this reason we do our best to make the claims process as simple as possible. This guide has a few tips and instructions which will come in use in the event you have to submit a claim with PBT.

Notification Time-line



In the event of damage being detected by PBT staff we undertake to inform you as soon as possible. PBT require written notification within 24 hours of delivery in the event of an item being signed for as received in good order and condition which is found upon unpacking to have concealed damage.

Please note that notification does not imply or assure claim approval.

The PBT Claims Process

1. The PBT branch is notified of the damage/ loss. The claim is endorsed against the consignment note/ticket number in the PBT system.
2. Notification of intent to claim is required in writing within the above applicable notification period. Your claim application can be completed online [here](#), or alternatively you can fax, post or email a copy to us- advising the consignment/ ticket number and reason for claim.
3. A claim will not be entered until all required information is received. If PBT does not receive all necessary information, PBT will return the received material and request the missing documents/ information. The claimant has 30 days to respond from the date of dispatch. Dispatch is endorsed against the consignment note/ ticket number.
The claim will be withdrawn if not received within the 30 day time frame.
4. The claim will be investigated and, if necessary, proformas lodged against an owner driver/ agent. All claims must then be approved by the manager who is responsible for the loss/ damage.
5. Once a claim is approved, it will be processed in the next available cheque run
6. The PBT Claims department will make contact to retrieve salvage before releasing payment. Should salvage not be available to collect the claims payment will be withdrawn
7. If a claim is declined the claimant will be notified in writing. The letter will note the reason for the claim. Any request for reconsideration of a declined claim must be made in writing within 30 days. This letter must be addressed to the claims manager and must include a valid reason as to why the claim requires further investigation. We will endeavor to consider all facts presented and will respond back in writing with our findings.

A guide to our claims process

Supporting Documentation Required

- Fully completed [Claim Application Form](#)
- Correct PBT Couriers ticket number or PBT Transport consignment note number
- Invoice of damaged items at cost price, this invoice is to be billed to the relevant PBT company eg. PBT Couriers Limited Claims Account or PBT Transport Limited Claims Account.
** Cost price refers to cost of manufacture by your business or cost price supplied to you by the manufacturer*
- Copy of invoice billing your client
- Proof of value (POV) please provide one of the following;
 - A copy of invoice(s) for material(s); or
 - A copy of invoice(s) from the supplier of goods to your business; or
 - A computer stock print-out showing cost of goods; or
 - For claiming repairs on damaged product, please provide proof of value for replacement of the original product and proof of repair

Supporting documentation can be provided in PDF, TIF or Word formats (no JPEG etc)

Where to submit your claim

If you are unable to submit your claims form using our online application you can send it to one of the following addresses;

Mail	Email	Fax
PO Box 12 732 Penrose, Auckland Attn: Claims Dept	claims@pbt.co.nz Subject: Claim application	09 250 0803 Attn: Claims Dept

Other useful information

- Resolution period-** This is a variable dependent on the complexity of the claim and length of investigation. Processing time for straight forward claims is normally 4-6 weeks and more complex claims may take up to 8-10 weeks.
 - Claim payments-** All claims are paid out by cheque and kept separate from your trading freight and courier accounts.
 - Single point of contact-** All claims are processed through our National Claims Support Team based in Auckland. One main point of contact will be assigned to your claim. Project reports may be arranged upon request.
- * Rules for claims are governed by the Carriage of Goods Act 1979, together with PBT's Conditions of Carriage which can be found on our website.

The PBT Group Terms and Conditions of Carriage

1. WHERE THESE TERMS APPLY

- 1.1 The following general terms together with any delivery targets notified to you, consignment note and Price and Services Schedule (Terms) are the terms on which we will supply our services to you.
- 1.2 We recommend you seek legal advice about the Terms before engaging us and accepting them.
- 1.3 Purchase or use of any of our services by you constitutes acceptance of these Terms.

2. INTERPRETATION

- 2.1 In these Terms the following terms have the meanings specified:
Act the Carriage of Goods Act 1979.

CGA the Consumer Guarantees Act 1993.

Dangerous Goods goods listed in the IATA Dangerous Goods Regulations, any substance or article prescribed as Dangerous Goods for the purposes of the Hazardous Substances and New Organisms Act 1996 and associated regulations, any goods listed as such on our Website and any other goods as advised by us from time to time.

Delivery has the meaning in clause 3.2.

event outside our control includes any delay in acceptance of any goods by an addressee; our inability to gain access to a delivery address; seizure or destruction of any goods by customs or any other regulatory or government authority; an act of God; earthquake, volcanic activity, flood, fire, storm or adverse weather condition; sabotage, riot, civil disturbance, epidemic, national emergency or act of war; governmental action; strike, lock-out, work stoppage or other industrial problem; traffic congestion; or delay in aircraft or other transport.

Goods goods you request us to deliver.

Member any one of the companies in the PBT Group.

PBT Group PBT Transport Limited, PBT Couriers Limited, PBT Bulk Limited and any related company (as defined in section 2(3) of the Companies Act 1993).

Price and Services Schedule a schedule or other document, including any sales maker proposal provided to you, containing price and/or services information which is stated to be subject to these general terms and which we have provided to you.

Prohibited Item any item we advertise or list as a prohibited item on the Website or brochures from time to time.

unit has the meaning given to that term in the Act.

Valuable includes any item listed as such on our Website as amended from time to time, including but not limited to any coins, bank notes, traveller's cheque, stamp or voucher, any deed, document, negotiable instrument (including any bearer security, bill of exchange or uncrossed cheque), bond or share, any credit, debit or other bank card, any bullion, precious or semi-precious metal or stone, any gold or silver items, glass, any jewellery or watch, any collectible or antique, any painting or work of art, car parts, live plants, un-crated motorcycles, furniture, personal effects and household removals.

we, our, us is the PBT Group.

Website www.pbt.co.nz or www.pbt.com.

you, your is the applicant named in the attached application to open a credit account.

3. OUR RESPONSIBILITIES TO YOU

- 3.1 We will endeavour to deliver Goods correctly addressed to addresses within our delivery network within our delivery targets notified to you for the relevant service and otherwise within a reasonable time. However, we do not guarantee delivery within these delivery targets to the maximum extent permitted by law.
- 3.2 Delivery occurs when your Goods are delivered to the relevant address unless we agree to obtain a signature at the delivery address (in which case delivery of the Goods will occur on collection of a signature unless the recipient authorises us to leave the Goods at the delivery address without collection of a signature) (**Delivery**).
4. **YOUR RESPONSIBILITIES TO US**
- 4.1 You must ensure all information given to us is correct and complete.
- 4.2 You must not give us any Goods that:
 - (a) are inadequately or incorrectly packaged;
 - (b) contain anything that is illegal or is capable, as packed, of causing injury or damage to any person or property;
 - (c) contains cash;
 - (d) is a Dangerous Good or Prohibited Item;
 - (e) is Valuable, fragile or perishable; or
 - (f) in respect of PBT Couriers, is longer than 2.1 metres in length.If you give us any of the Goods referred to above for Delivery, you agree that the carriage of those Goods shall be at "owners risk" and we are not liable to pay any compensation to you for any loss or damage, or any delay in delivery of, those Goods (unless we have consented to carry it in accordance with clause 4.6).
- 4.3 It is your responsibility to check whether the Goods you are sending comply with clauses 4.1 and 4.2. Our acceptance of any Goods does not release you from this obligation.
- 4.4 You acknowledge that we cannot ascertain the contents of any Goods given to us for Delivery and we will not in any circumstances be deemed to be aware of the contents.
- 4.5 You warrant that all personal information (including all information about your customers) you disclose to us has been collected and disclosed in accordance with the Privacy Act 1993.
- 4.6 Notwithstanding clause 4.2 above, we may, at our sole discretion, agree in writing to carry Goods which contain or are Dangerous Goods or Valuable, fragile or perishable items.
- 4.7 You must disclose to us in advance that your Goods contain Dangerous Goods or Valuable, fragile or perishable items. If we agree in writing to carry such Goods then any carriage of such Goods will be at declared value risk. To the maximum extent permitted by law, our liability for loss or damage to Goods in such case is limited to \$250.00 including GST per unit of Goods.

Right to inspect items

- 4.8 At any time we may:
 - (a) open and inspect any Goods and refuse to accept any Goods for Delivery for any reason; and
 - (b) re-weigh, re-value or re-measure Goods and, where necessary, charge the higher applicable charges accordingly (including an administration fee).

- 4.9 Our decision as to the weight, value or measurement of any Goods is final.

5. PAYMENT FOR OUR SERVICES

- 5.1 You must pay for our services in accordance with the charges specified in:
 - (a) any current Price and Services Schedule that we provide to you in writing; or
 - (b) our brochures or on our Website where no Price and Services Schedule has been provided, or the Price and Services Schedule provided has expired.
- 5.2 You must pay all goods and services tax and all other taxes payable in relation to the purchase or use of our services.
- 5.3 We will send you an invoice for our services each month. Unless we agree otherwise in writing, you must pay our invoice by the 20th of the month following the date of the relevant invoice.
- 5.4 We may charge you interest on the unpaid amount of any invoice at the overnight overdraft daily interest rate charged by our principal bank calculated daily and compounding monthly from the due date until the date you pay the unpaid amount.
- 5.5 Unless we agree otherwise in writing, you must not withhold any payment or make any setoff or deduction from any payment due. If you dispute any invoice or any part of any invoice, you must advise us of the reasons in writing within fourteen days of receipt of that invoice. We may at our sole discretion allow you to hold the disputed portion of an invoice pending determination of the dispute, provided that once the dispute is resolved you must within seven days of the date of determination or resolution of any disputed invoice, pay the amount of the disputed portion of the invoice as determined or agreed must be paid.

Acknowledgements

- 5.6 If payment is overdue under any contract or arrangement between you and a Member every other Member may cancel or suspend credit and/or the supply of services under any contract or arrangement with you and retain possession of any Goods until you pay all outstanding payments.

Costs

- 5.7 You will pay upon demand all expenses and costs (including legal costs on a solicitor and own client basis) incurred by us in relation to the collection of overdue monies or in the exercise of any of our rights or remedies under these Terms or any other contract or arrangement between you and a Member.

General lien

- 5.8 All Goods shall, immediately upon coming into our possession, be subject to a particular and general lien and we may detain such Goods until you have fully paid all amounts you owe us under these Terms.
- 5.9 If payment is not received within thirty (30) days of the due date for payment, without prejudice to any other remedies available to us, we may, at our option:
 - (a) remove any Goods and store them in such a place and in such manner as we think fit at your expense; or
 - (b) sell any Goods or part thereof at your expense and on such terms as we think fit, and apply the proceeds in or towards payment of the outstanding amount; or
 - (c) if we deem the Goods to be unsaleable or dangerous, dispose of the Goods as we think fit, and in all cases without any liability to you

Security interest

- 5.10 You agree that all Goods in our possession and all your present and future rights in relation to those Goods are subject to a security interest in our favour for the payment of all amounts owing, and the performance of all your obligations, under these Terms or any other contract between you and a Member.
- 5.11 You acknowledge that we may, at your cost, register our security interest in the Goods and all your present and future rights in relation to the Goods on the Personal Property Securities Register.
- 5.12 You must do all things and provide all information we require for the purpose of securing the Goods, the payment of all amounts owing and the performance of all your obligations under these Terms and any other contract between you and a Member. You shall not change your name or other details without first notifying us in writing at least 14 days before such change takes effect.
- 5.13 **You:**
 - (a) agree that nothing in sections 114(1)(a) (to receive notice of sale of goods), 116 (to receive a statement of account), 120(2) (to receive notice of proposal to take goods), 133 (to reinstate security agreement) and 134 (limit on reinstatement) of the Personal Property Securities Act 1999 (**PPSA**) applies to these Terms or the security interest under these Terms;
 - (b) waive all your rights under sections 121 (to object to proposal) and 132 (redemption of collateral) of the PPSA; and
 - (c) waive your right to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to the security interest under these Terms.
- 5.14 The terms **accessions, financing statement, personal property, verification statement and security interest** have the meanings given to them under the **PPSA**.
- 5.15 In addition to any of our rights we have under the PPSA, we shall have the right, as your agent, at any time while any amounts owing by you under these Terms or any other contract between you and a Member, remains outstanding to enter into the premises where Goods are stored and remove them without being responsible for any damage caused in doing so.

6. OUR LIABILITY

Limitation of our liability

- 6.1 Subject to any specific exclusions or limitations of liability in these Terms the provision of our services is "at limited carriers risk" as defined in the Act. Subject to clause 4.7 and to the maximum extent permitted by law, our liability to you is limited to a maximum of \$2,000.00 including GST for the loss of or damage to a unit of Goods however the loss or damage arises (including as a result of negligence).

Exclusions of our liability

- 6.2 We have no liability to you for any loss or damage to the extent that the loss or damage:
 - (a) results from any event outside our control;
 - (b) occurs after Delivery of the relevant Goods; or
 - (c) results from any act or omission by you, including a breach of any of your obligations under these Terms.

- 6.3 Subject to the provisions of the Act in respect of loss of or damage to Goods, and to the maximum extent permitted by law, we have no direct or indirect liability whatsoever (whether in contract, tort or otherwise) for any direct or indirect losses, penalties, damages, costs or expenses of any kind (including indirect or consequential loss) brought, claimed, suffered or incurred by you or any third party in connection with the carriage of goods however caused or arising and (without limiting the generality of the foregoing) whether caused intentionally or arising as a result of our negligence or otherwise.
- 6.4 You acknowledge and agree that if you are in trade and the services provided by us are acquired by you in trade, the provisions of the CGA together with any other conditions or warranties implied in these Terms by law are expressly excluded to the maximum extent permitted by law.
- 6.5 You acknowledge that we have provided specific warranties and remedies in relation to the services to be provided by us and therefore it is fair and reasonable to exclude the provisions contemplated by clause 6.4 or otherwise in these Terms. Notification of claims
- 6.6 We shall not be liable to you unless you have given us written notice of any claim giving full particulars of any alleged damage or loss within 7 days after Delivery. For loss or destruction of Goods, we must be notified in writing within 14 days after date of dispatch.
- 6.7 You may not bring any action against us unless that action is brought within six months of the date on which you gave us the relevant Goods for Delivery.
- 6.8 The provisions of sections 18, 19 and 20 of the Act do not apply to these Terms. Sections 22, 23, 24, 25, 26 and 27 of the Act shall apply to these Terms to the extent they extend or enlarge our rights and powers under these Terms.
- 6.9 We reserve the right to obtain salvage of any damaged Goods prior to payment of any claim, and the payment of any such claim may be refused should the salvage not be available.

Indemnity

- 6.10 You indemnify us and agree to hold us harmless against all losses, claims, damages, costs, and expenses of any kind whatsoever (including legal costs on a solicitor and own client basis), howsoever caused or arising and without limiting the generality of the foregoing, whether caused or arising:
 - (a) out of your breach of any obligation, warranty or other provision in these Terms, including a failure to pay any amount owing;
 - (b) your default or negligence; and
 - (c) out of any claim by a third party including any claim arising from us detaining or repossessing Goods, and/or suffered or incurred by us in connection with or resulting from our provision of services.

7. EVENTS OUTSIDE OUR CONTROL

- 7.1 We are not required to provide our services, or carry out any of our obligations referred to in these Terms, if it is not practical for us to do so because of an event outside our control.

8. ENDING OUR SERVICES

- 8.1 Either you or us may terminate any obligation we have to purchase or provide services under these Terms (as the case may be) by giving each other 30 days' notice in writing.
- 8.2 We may at any time, by giving you notice in writing, end any obligation we have to provide our services and terminate these Terms if you do not comply with any of your obligations to us under these Terms or you fail to, or are unable to, pay your debts when due, or you become insolvent or being a partnership, you dissolve the partnership or being a natural person you die.

9. PRIVACY

- 9.1 You consent to us collecting, using and holding information about you for our business purposes including contacting you about products and services that may be of interest to you by email or using other contact details.
- 9.2 You consent to us collecting, using and holding general credit information about you and to us collecting such information from, and/or disclosing it to, any third party (including a credit or reporting agency) in connection with credit management and enforcement purposes (including making decisions regarding the provision of credit to you). We may credit check you and we may collect information from any person for this purpose.

10. OTHER MATTERS

- 10.1 We may change these Terms and any of our prices or other terms contained in a Price and Services Schedule by giving you 30 days' notice containing the relevant changes.
- 10.2 Notice to us must be in writing, signed by you or your authorised representative, and sent to the following address (or such other address as we may specify in writing): The PBT Group, PO Box 12 732, Auckland, Attention: National Sales Manager.
- 10.3 We may transfer, subcontract or assign to a third party any of our rights and/or obligations under these Terms without your consent. You must not transfer, subcontract or assign your rights or obligations under these Terms.
- 10.4 These Terms are governed by and are subject to New Zealand law and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.
- 10.5 You must keep all Price and Services Schedules, other pricing information and any service variations discussed and/or agreed with you strictly confidential. You must not disclose any of this information to any third party.
- 10.6 To the maximum extent permitted by law, these Terms constitute the entire agreement between us and you and supersede all prior agreements, understandings, negotiations, representations and discussions between us (whether oral or written) and you agree that, if you are in trade and the services provided by us are acquired by you in trade, sections 9, 12A and 13 of the Fair Trading Act 1986 are expressly excluded and you acknowledge that we have provided specific warranties and remedies in relation to the services to be provided by us and therefore in such circumstances it is fair and reasonable to contract out of such provisions.
- 10.7 If there is any inconsistency between the above general terms and the terms of any delivery targets notified to you, consignment note or any Price and Services Schedule, the above general terms shall prevail unless stated otherwise in writing.

Updated 11 June 2015