

ASTROLABE SHIPPING LIMITED
SHIPPING AGENCY TERMS AND CONDITIONS

1. Application

- 1.1 These terms and conditions apply to all Services undertaken and provided by Astrolabe Shipping Limited (**Astrolabe**) to the Principal.
- 1.2 By instructing Astrolabe to provide Services (including use by the Principal of the Services), the Principal agrees to be bound by these terms and conditions.
- 1.3 These terms and conditions supersede and prevail over any terms and conditions in any document issued by the Principal purporting to have contractual effect.
- 1.4 These terms and conditions shall also benefit, and be enforceable, by any officers, employees, contractors, sub-contractors, or agent of Astrolabe.
- 1.5 Astrolabe may, in its discretion, refuse to provide Services to the Principal, or, suspend Services, or only agree to provide Services under special conditions.
- 1.6 Astrolabe may vary these terms and conditions from time to time without notice.

2. Definitions

“Principal” means the company, entity or person acquiring Services from Astrolabe, including the owner, charterer, operator, agent, or manager of the vessel, or the shipper or consignee of the cargo carried on the vessel.

“Services” means services, performed by Astrolabe for the Principal, which may include but shall not be limited to:

- (a) customs clearance or any documentary function in relation to import/export and the arrival/departure of a vessel;
- (b) arrangements relating to port arrivals and departures, shifting, or loading and unloading of a vessel; and
- (c) husbandry services.

3. Services

- 3.1 Astrolabe carries on the business of a shipping agency and customs agency.
- 3.2 It provides the Services to the Principal as an agent only.
- 3.3 Astrolabe may contract as agent for the Principal with any contractor or sub-contractor for the performance of all or any part of the Services.
- 3.4 Astrolabe shall undertake the Services with all reasonable care and skill, and in compliance with any applicable laws and regulations.

4. Principal's Obligations

4.1 The Customer authorises Astrolabe:

- (a) To act as its agent to enter into contracts with contractors and sub-contractors for the performance of all or any part of the Services.
- (b) To take any actions that Astrolabe in its sole discretion considers are necessary, or in the Principal's interests, for the performance of the Services, including to enter into or vary contracts on behalf of the Principal, and agrees to ratify such contracts or variations

4.2 The Principal warrants that:

- (a) it accepts and is accepting these terms and conditions (including where applicable, as agent for the Principal;
- (b) any vessel is seaworthy, and any other mode of transport, container or method of carrying, storing or packing goods is suitable and fit for purpose;
- (c) it will provide accurate and material information;
- (d) it will provide in a timely manner any and all documents, information and assistance required by Astrolabe to allow Astrolabe to perform the Services;
- (e) it complies with any and all applicable laws and regulations; and
- (f) it will promptly notify Astrolabe of any issue or event that may affect Astrolabe's ability to perform the Services; and
- (g) immediately upon written request, it will provide Astrolabe with any necessary sums of money for the payment of costs or expenses incurred by Astrolabe in providing the Services, including any sums of money that Astrolabe requests to be paid in advance and held as funds on account of such costs or expenses.

4.3 The Principal shall indemnify Astrolabe against:

- (a) any fines, penalties, costs, expenses, losses or liabilities that Astrolabe incurs a consequence of a breach of the warranties set out in clause 4.2;
- (b) any charges, customs duties, fines, penalties, or taxes, levied, incurred or payable by Astrolabe in performing the Services;
- (c) any costs, damages, losses, or liabilities arising out of or in connection to the nature of the goods; and
- (d) any other liabilities incurred by Astrolabe when acting on behalf of the Principal in performing the Services,

unless caused by Astrolabe's negligence or failure to act in accordance with the Principal's written instructions.

5. Charges

- 5.1 The Principal shall pay Astrolabe for the Services in accordance with Astrolabe's invoice.
- 5.2 Pursuant to clause 4.2(g), the Principal shall pay to Astrolabe any sums of money requested for the payment of any costs and expenses, including sums to be paid in advance. Astrolabe shall be under no obligation to incur or to pay costs or expenses unless the Principal has provided it with sufficient funds to cover such costs or expenses.
- 5.3 All charges shall be paid by the Customer in full on the due date stated in the invoice, without set-off, counterclaim, or deduction.
- 5.4 If any moneys due to Astrolabe for Services are unpaid for 14 calendar days from the due date stated in the invoice, Astrolabe may, at its discretion, charge the Customer interest at the rate of 4% per annum above the Official Cash Rate of the Reserve Bank of New Zealand, against the total balance outstanding.
- 5.5 Astrolabe reserves the right to recover from the Customer any expenses, legal costs or debt collection agency fees incurred by it in the enforcement of any rights contained in these terms and conditions, including the recovery of outstanding amounts.
- 5.6 Without prejudice to any other rights it may have, if at any time payment of charges are in arrears, Astrolabe shall be entitled: (i) to suspend performance of any of its obligations, until payment of outstanding amounts is made in full, without any liability to the Principal during the period of suspension; or (ii) to terminate the contract (including following any period of suspension) on giving written notice to the Principal, without any liability to the Principal.

6. Liability

- 6.1 Astrolabe will not be liable to the Principal for any consequential loss, including but not limited to lost profit, loss of business, or loss caused by delay, whether arising in contract, tort (including in negligence), or otherwise.
- 6.2 All carriage of goods in New Zealand shall be procured on "at limited carrier's risk" terms under the Contract and Commercial Law Act 2017.
- 6.3 In all other circumstances, Astrolabe's liability arising from any cause, whether arising in contract, tort (including in negligence), or otherwise, shall be limited to the costs of the charges in respect of the Services.

7. Other

- 7.1 The Principal acknowledges that the Services are both provided and acquired "in trade" for the purposes of the New Zealand Consumer Guarantees Act 1993 (**CGA**) and Fair Trading Act 1986 (**FTA**), and all warranties, conditions and other terms implied by the CGA or sections 9, 12A, 13 and 14(1) of the FTA are excluded from these terms and conditions to the fullest extent permitted by law. The parties acknowledge and agree that the exclusions contained in this clause are fair and reasonable.

- 7.2 These terms and conditions shall be governed by and construed in accordance with New Zealand law.
- 7.3 Any dispute or difference between Astrolabe and the Principal arising out of or in connection with these terms and conditions shall be referred to and finally resolved by arbitration in New Zealand. The arbitration shall be conducted in accordance with the Arbitration Act 1996 or any re-enactment or amendment. The language of the arbitration shall be English. The seat of the arbitration shall be Auckland.
- 7.4 Notwithstanding the obligation to resolve any dispute in accordance with this clause, neither party is prevented from applying to a Court at any stage for such urgent, interim, injunctive or other relief that cannot be obtained through the arbitral process.