

United Rentals New Zealand
Company No. 1062072 ("UR")
Standard Terms and Conditions of Relocation

1. The carriage, handling, storage and transportation (collectively "Carriage") of all containers, equipment, materials and goods (collectively "Goods") by or on behalf of UR is subject to these terms and conditions.
2. The party for whose benefit UR performs the Carriage including any agent of that party ("Customer") must pack, label and secure the Goods to comply with all applicable transport regulations, so that they will not shift during Carriage and so as to withstand the ordinary risks of Carriage having regard to the nature of the Goods. The Customer agrees to pay UR the Carriage charges within 14 days of invoice. UR reserves the right to add a credit card surcharge reflecting our actual costs of offering payment by credit card, to Visa and Mastercard payments.
3. Subject to clauses 8, 20 and 21, UR excludes all terms, conditions and warranties implied by statute, general law or custom.
4. Subject to clauses 8, 20 and 21, UR excludes all liability to the Customer for acts or omissions of UR in tort, contract, bailment or otherwise for loss of, damage to or deterioration or contamination of the Goods, or any delay in delivery.
5. Subject to clauses 8, 20 and 21, the Customer releases and discharges UR and its employees, agents, or subcontractors from, and must not seek to hold any of them responsible for, all actions, liabilities, losses, damages, expenses, costs, and claims, whether at law, in equity or the provisions of statute, arising out of or in connection with the Carriage, any loss of or damage to, or caused by, the Goods or any delay in delivery.
6. The Customer indemnifies UR from and against all and any costs, expenses, claims, demands, liabilities, causes of action, proceedings, judgments, fines and penalties in respect of damage to or loss of property, and injury to or disease or death of any person, in any way caused by or to the extent contributed to by the Customer or by the Goods, and in respect of any non-compliance by the Customer with the provisions of clauses 2 or 17(b).
7. Subject to clauses 8, 20 and 21, UR is not liable for any indirect, economic, special or consequential loss or damage, including, without limitation, any loss of business or revenue, loss of profits, loss of opportunity, loss of goodwill, anticipated savings or expenses in connection with or arising out of the Carriage.
8. Notwithstanding anything herein contained, these terms and conditions are subject to all provisions of the Consumer Guarantees Act 1993, which will have overriding effect.

Where the Goods which are the subject of the Carriage services are of a kind ordinarily acquired for personal, domestic or household use or consumption ("Regulated Goods") clauses 3, 4, 5, and 11 will not apply.

9. If in connection with the Carriage the Customer or its employees, agents or subcontractors enter sites controlled or owned by UR or third parties, such entry will be at the Customer's risk and liability, and the Customer must do all things reasonably required to minimise any disruption to UR or the third parties (as the case may be) caused by such entry on those sites.
10. The Customer will be liable for and must pay any duty, tax, impost or outlay in connection with the Goods and the provision of the Carriage, and the Customer indemnifies UR in respect of those duties, taxes, imposts and outlays. The Customer must pay any such duty, tax, impost or outlay as soon as it becomes due or immediately on request by UR, whichever occurs first.
11. To the extent permitted by law, if a condition or guarantee is implied into these terms and conditions by law, UR's liability is limited to the lesser of: (a) UR undertaking the Carriage again; and (b) the cost of having the Carriage supplied again.
12. The provisions governing Carriage by UR are subject to force majeure. Force majeure includes but is not limited to an act of God, strike, lockout, act of public enemy, war, blockade, act of terrorism, revolution, riot, insurrection, civil commotion, lightning, fire, storms, flood, explosion, act of State, government restraints and restrictions, embargoes, availability or equipment, plant, goods and the like, or any other cause, all such events not being reasonably within the control of UR.

13. UR may subcontract part or the whole of the Carriage to any party. Without prejudice to any rights of UR, any subcontractor or agent engaged by UR is entitled to the benefit of these terms and conditions, including all rights and exclusions and limitations of liability.
14. UR gives no warranty as to the time or date of the departure or arrival of UR or its agent's or subcontractor's vehicles or the Goods.

This clause 14 will not apply in the case of Regulated Goods and the following clause will apply instead:

UR and its subcontractors will endeavour to deliver Regulated Goods within any agreed timeframes, and will not be liable for failure to deliver, a delay in delivery of, or misdelivery of the Regulated Goods or their contents, due to weather or other circumstances beyond their control. In this event UR and its subcontractors will deliver as soon as reasonably possible.
15. Carriage commences when the Goods are accepted by UR, its agents or subcontractors for transport and is completed when the Goods are delivered as agreed. The Customer is responsible for payment of any futile Carriage costs and charges incurred which are beyond the control of UR.
16. The route taken by any vehicles of UR, its agents or subcontractors, the manner of Carriage and the selection or use of any plant or storage facility is at the discretion of UR, its agents or subcontractors.
17. The Customer warrants to UR that:
 - (a) it has in place prior to the Carriage, adequate insurance coverage over the Goods for the Carriage of the Goods (including transit insurance and insurance for third property damage, injury or death) with a reputable insurer, and acknowledges and agrees that UR, its agents or subcontractors do not take responsibility for such insurance;
 - (b) it has fully, accurately and adequately described the Goods, their nature, weight and measurements and complied with all applicable acts, regulations and rules (inclusive of the New Zealand Standard for the transport of dangerous goods on land and UR's Hazardous Goods Freight Declaration) about the notification, classification, description labelling, transport and packaging of the Goods;
 - (c) it is either the owner or the authorised agent of the owner of the Goods and has full power and authority to deal with the Goods; and
 - (d) it is authorised to accept these terms and conditions for itself and the receiver as well as any other person for whom the Customer is acting or any other person having an interest in the Goods.
18. UR will have no liability arising from or in connection with any non-compliance by the Customer with the provisions of clauses 2 or 17(b).
19. UR has a particular and general lien on the Goods and any documents relating thereto and on any other goods of the Customer which are in, or may come into, the possession of UR or any documents relating thereto for all sums payable by the Customer to UR. Where the debt remains unsatisfied for a period of 7 (seven) days from the date which UR gives notice of the exercise of lien to the Customer (or owner), UR will have the right to sell any such Goods or goods or documents by public auction or private treaty without further notice to the Customer. UR may apply any proceeds realised from such sale toward satisfaction of any monies owing and all proper charges and expenses in relation to the exercise of the lien and the sale of the Goods or goods. UR will remit any surplus proceeds to the Customer.
20. Where UR or its subcontractors provide Carriage services for the Customer, it is agreed to the fullest extent legally permitted, that pursuant to the *Contract and Commercial Law Act 2017* (CCLA), this agreement will be a contract for carriage at limited carrier's risk, and UR and its subcontractors are not liable for any amount in excess of the sum set out in section 259(2) of the CCLA and are not liable for any liability referred to in section 259(3)(b) or (c) of the CCLA.
21. As UR and its subcontractors are not liable for any amount in excess of the sum set out in section 259(2) of the CCLA the Customer will bear the loss for any amount in excess of this sum.
22. UR and its subcontractors are not liable for failure to deliver, delay in delivery of, or misdelivery of the Goods or its contents. In this event UR or its subcontractors will deliver as soon as reasonably possible.