

KAM TRANSPORT LTD

Dear Valued Customer,

KAM Transport Ltd transport goods throughout New Zealand and provides a wide range of services including Ambient/Chilled/Frozen/Meat and Containers.

The below information is provided to ensure that KAM Transport Ltd can align our standards in providing the best services to you and our team receives the correct information.

We look forward to seeing you!



Bookings and Pick Ups

Weekday pick-ups (Monday to Friday):

Email bookings should be submitted by **1:00 PM** on the day of collection, and the **completed manifest** must be sent by **3:00 PM**.

Weekend pick-ups:

Bookings should be emailed by **2:00 PM on Friday** before the weekend, with the **finalized manifest** provided by **10:00 AM** on the collection day.

Bookings Contact

Location	Email
Auckland	auckland@kam.net.nz
Hawke's Bay	hastings@kam.net.nz
Hastings Loscam	loscam.fresh@kam.net.nz

Weekly Timings

All despatch orders should be submitted by **1:00 pm** via hastings@kam.net.nz or through **Trifecta EDI**. Freight drop-offs should arrive at KAM by **4:00 pm on weekdays** and **1:00 pm on weekends**.

KAM aims to complete all **pick-ups and deliveries by 4:00 pm**, allowing sufficient time for staging, checking, and loading.

All lanes are scheduled to depart by **6:00 pm**.

Depot Collections

For depot collections/pick-ups from Auckland / Hastings Depot, our hours are between 7am-4pm weekdays, 7am-1pm weekends.

For your safety, all visitors collecting freight must wear **high-visibility clothing** and **steel-capped footwear** while on site. If you don't have the required safety gear, please **remain in your vehicle** and a team member will assist you. Thank you for helping us maintain a safe workplace.

Saturday Service

During peak season, KAM may offer a direct Saturday night service to Auckland. To use this service, bookings should be submitted by **10:00 am**, freight should arrive by **1:00 pm**, and pick-ups completed by **2:00 pm** for a **3:00 pm** departure. Start-up season for 2025/26 season TBC —please check with hastings@kam.net.nz.

Outside of peak season, any Saturday service will incur a surcharge, only if we agree to fulfill the request.

Pallet Transfer Agreement

Under Pallet Policy, a signed agreement is required for all pallet transfers between KAM and the Customer, covering CHEP (Blue 16001) and LOSCAM (Grey) pallets. Transfers must be completed within 10 days, with delays applied as necessary. Customers must maintain valid pallet accounts and follow all booking, transfer, and swap procedures. Incorrect or unauthorized transfers will be reversed. KAM reserves the right to charge the Customer for any pallet losses or applicable levies arising from missed swaps or non-compliance.

Labelling - Cartons and Pallets

Customers are responsible for ensuring all freight is properly labelled. KAM can provide labels upon receipt of your booking—please indicate your requirements when submitting your booking

Freight should be labelled with a minimum of:

- Consignee name and full address
- Consignor name
- Item count (1 of 2, 2 of 2, etc)
- Reference number as provided on the manifest.

All pallets—require a minimum of A4 sized label. (Adhesive labels preferred to paper tucked into pallet wrap).

Cartons or pallets— must be labelled with the correct label—frozen or chilled cartons.

Export Pallets— freight must clearly be labelled 'Export' and must be completed/handed to driver with E-Cert.

Produce Pallets— freight must clearly be labelled with the correct coloured labels (pink/white).

Pallet Dimensions

Load Item	Weight	Dimensions	Additional Information
Carton / Ties	Up to 20kg (Gross Weight)	0.1m ³	Over and above the dimensions, freight will be charged as x2 units.
Half Pallet	Up to 500kg (Gross Weight)	1m x 1.2m x 1.2m high	Maximum height 1.2m Maximum weight 500kgs. Anything over these guidelines will be charged as full pallet. Freight must not overhang pallets.
Pallet/ Half Lift	Up to 1 Tonne (Gross Weight)	1m x 1.2m x 1.6m high	Maximum height 1.6m including pallet Maximum weight 1 tonne. Freight must not overhang pallets. Anything over these guidelines will be returned to customer for re-packaging. If pallet is over the Dimensions, this may incur an additional pallet charge.

NB: Please be advised that the **KG** rates are calculated based on Gross weight rather than Net weight.
Products must be **securely wrapped** and fastened to the pallet.

Temperature Range

	Accept	Accept	Decline
Chilled	0°C to 5°C	5°C to 6.9°C	7°C +
Frozen	Less than -18°C	-15°C to -18°C	Greater than -15°C

All product temperatures must be measured in conditions appropriate for the product. Physical temperature probes are preferred. Infrared (IR) readings outside the acceptable range will not be valid for claims. Measurements must be taken while the product remains on the delivery vehicle, not after unloading. The following temperatures must be given to KAM to note required guidelines for your product movement.

- Dispatch Temperature
- Transport Temperature (from KAM – Receiver)
- Receiver Temperature

KAM conducts random daily temperature checks on products in transit. These records support traceability and help ensure product quality.

KAM accepts no liability for deterioration, spoilage, or loss due to goods received outside the required temperature range. All goods must arrive at the correct receiver temperature. Responsibility and risk remain with the consignor until goods are inspected and formally accepted by KAM. KAM reserves the right to refuse carriage of any goods that do not meet temperature or quality standards.

Loscam Fresh – Opening an account

Email cs.nzfresh@loscam.com to request a Loscam Fresh account if you don't already have one. They will confirm your account and send an order form. Return the completed form to loscam.fresh@kam.net.nz, and our team will assist with your order. Please allow a few days for fulfilment.

Proof of Delivery

All POD requests are to be requested to the below emails:

Auckland	auckland@kam.net.nz
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Hawke's Bay	hastings@kam.net.nz
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KAM Transport Ltd will not be liable for any claim if a valid Proof of Delivery (POD) can be provided, including POD's marked 'Subject to Inspection or STC'. You may request a POD within 30 days of your product's delivery. When making a request, please include the manifest, purchase order number and any other relevant information.

If the request for a POD that is date longer than a month, may incur an additional charge.

Claims

All claim needs to be sent to hastings@kam.net.nz.

In accordance with our terms and conditions, KAM does not accept claims for consequential losses. Claims are limited strictly to the COST of goods and do not include freight, pick-and-pack, or FAF charges. Also, in our terms and conditions, which we have included below.

Please note all claims must be lodged within 30 days of delivery.

If your claim is accepted, the damaged freight becomes the legal property of KAM Transport Ltd & must be made available for collection. If the damaged freight is not provided, the claim will be declined. Please be aware that under the Carriage of Goods Act 1979, liability is limited to \$2,000 per unit of goods lost or damaged. We recommend that you contact your General Insurer for claims exceeding this amount.

KAM Transport Ltd—Contact List

Region	Contacts	Email
Auckland	Auckland Despatch	auckland@kam.net.nz
	Auckland/Hastings Nights Supervisor	Daljit.Singh@kam.net.nz
	Auckland Transport Manager	afa.seumanu@kam.net.nz
Hawke's Bay	<u>Despatch:</u>	
	Hastings Despatch	hastings@kam.net.nz
	Hastings Containers	containers.hastings@kam.net.nz
	Hastings Loscam Fresh	loscam.fresh@kam.net.nz
	Hastings/Auckland Nights Supervisor	Daljit.Singh@kam.net.nz
	Hastings Transport Manager	Roydon.McLaughlin@kam.net.nz
	<u>Accounts:</u>	
	Statements / Payment queries	accounts@kam.net.nz
	Invoice queries	Shanti.Blogg@kam.net.nz
	<u>Management</u>	
	Tane Stubbs – Branch Manager:	Tane.Stubbs@kam.net.nz
	Bill Bamber – General Manager	Bill.Bamber@kam.net.nz

**KAM Transport Limited**

4 Aruba Grove, Grenada Village,
WELLINGTON, 6037
Phone: +64 4 472 5802

Credit Application, Credit Agreement and Personal Guarantee**1. General Information**Agreement Between: **KAM Transport Limited AND**Account Legal Name: _____
(The Customer) Limited Liability Company/Trust/Incorporated Society/Sole Trader/Self Employed (circle which is applicable)

Trading Name (if applicable) _____

Physical Business Address: _____

Postal Address: _____ Tel Number: _____

Limited Liability Company/Incorporated Society Number: (when a Company/Incorporated Society) _____

Registered Office Address: (when a Company/Incorporated Society) _____

Purchasing Officer: _____ Purchasing Email: _____ Amount of credit sought: _____

Email Address: _____ Accounts Name & email: _____

2. Company Directors/Partners (if Partnership)/Authorised Signatories

Full Name	Date of Birth	Residential Address	Phone Number
1.			
2.			
3.			

3. Current Trade References (NOT Service Stations, Banks, Power Companies, Credit Cards or Farmers)

Name	Phone Number / Email address	Account Number
1.		
2.		
3.		

Has anyone ever served Legal Proceedings against yourself or your company for the recovery of debt?

Yes

☐

No

☐

If YES, please provide details and the amount of the debt: _____

Acceptance of Credit Terms and Conditions:

I/We agree to be bound by the terms and conditions of this Agreement as detailed on this page, the "terms and conditions of trade" page herein and the Personal Guarantee herein and forming part of this agreement, confirm that all information provided is correct, confirm that no information has been withheld of which KAM Transport Limited should be aware in considering this Application for a Credit Agreement, and confirm that I/We have read and understood the terms and conditions herein and acknowledge that the Personal Guarantee forms part of this agreement.

Full Name

Signature

Date signed

Signature (where an individual) _____

SIGNED on behalf of the
Customer (when a Company/other) _____

In the presence of: (witness) _____

Full Name

Signature

Address & Occupation

SIGNED and accepted on
behalf of KAM Transport Ltd _____

Full Name

Signature

Date Signed

Amount of credit approved: \$ _____ Account Authorised by: _____ Account No.: _____

PERSONAL GUARANTEE

Customer Name _____

1. In consideration of KAM Transport Limited ("KAM") agreeing to provide goods and services (as defined in the Credit Agreement) to the Customer, the Guarantor(s) unconditionally guarantees the due and punctual payment by the Customer of all and any monies which are now or at any time become payable to KAM by the Customer.
2. This guarantee shall be a continuing guarantee and shall not be discharged by any settlement on account or the winding up, liquidation, dissolution, debt or bankruptcy or compromise with, settlement with or release of the Customer and/or the Guarantor(s) or any one of or more of them but shall continue in full force and effect.
3. The liability under this guarantee shall not be discharged, abrogated, prejudiced or affected by:
 - (a) The granting of time, credit or other indulgence or concession to the Customer; or
 - (b) Any alteration, modification, variation or addition to any agreement in respect of the provision of goods and/or services; or
 - (c) Any other act or omission or event which but for this provision might operate to discharge, impair or otherwise affect any obligation under this guarantee.
4. If there are two or more Guarantors of the Customer their liability shall be joint and several.
5. It is also agreed as between KAM and the Guarantor(s) that the Guarantor(s) shall be a principal debtor and be liable jointly and severally to KAM as if the Guarantor(s) incurred the debt.
6. To better secure the obligations of the Guarantor, the Guarantor hereby severally and irrevocably grant to KAM an All Obligations registerable mortgage over all land in New Zealand in which the undersigned have an interest (whether alone or with others), on the terms of the most current Auckland District Law Society all moneys memorandum of mortgage form (memorandum 2018/4346). We the undersigned acknowledge that KAM may lodge a caveat over all such land pending registration of such mortgage. We the undersigned severally hereby grant an irrevocable power of attorney to KAM to execute such documents and to instruct a solicitor on your behalf as may be required to perfect and register this interest and agrees to provide such assistance as may be reasonably required by KAM.
7. The Guarantor expressly acknowledges that the terms and conditions of the Credit Agreement and the terms and conditions herein have been read, understood and are accepted without reservation. The Guarantor(s) further acknowledges that the opportunity to obtain independent legal advice has been provided.

Signed by Guarantor 1:

Full Name of Guarantor: Occupation:

Residential Address: Contact Number:

In the Presence of: Witness Signature: Witness Name:

Witness Occupation: Address:

Signed by Guarantor 2:

Full Name of Guarantor: Occupation:

Residential Address: Contact Number:

In the Presence of: Witness Signature: Witness Name:

Witness Occupation: Address:

TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 "KAM" shall mean and refer to KAM Transport Limited including its duly appointed agents and representatives and its successors and assigns.
- 1.2 "Customer" shall mean the entity making application for credit as defined on the front page of this Agreement or any person acting on behalf of and with the authority of the Customer.
- 1.3 "Price" shall mean KAM's current price for the Services according to KAM's price list, or the price stated on KAM's invoice or the quoted price for the period stated, subject to market fluctuations and at KAM's discretion.
- 1.4 "Services" shall mean all services supplied by KAM to the Customer and includes any advice or recommendations and as described on the invoices, quotation, work authorisation or any other work commencement forms as provided by KAM to the Customer.
- 1.5 "Goods" shall mean the goods or freight being transported pursuant to this Agreement.

2. ACCEPTANCE

- 2.1 Any instructions received by KAM from the Customer for the supply of Services shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of KAM. These terms and conditions shall apply to future orders placed by the Customer and any terms or conditions to the contrary of these terms and conditions shall not apply.
- 2.2 Where more than one Customer has entered into this Agreement the Customers shall be jointly and severally liable to KAM for performance of obligations under this Agreement.
- 2.3 KAM will communicate the acceptance or rejection of the Customer's request for credit by sending written notification. If KAM agrees to provide credit on the terms herein, an agreement shall be concluded upon KAM posting, emailing or otherwise sending written confirmation to the Customer. Thereupon KAM shall not be obligated to enquire into the authority of any person ordering goods on the Customer's account. It shall be the sole responsibility of the Customer to supervise the use of the account.

3. COLLECTION AND USE OF INFORMATION

- 3.1 The Customer agrees to permit KAM to use information concerning the Customer provided to KAM from time to time, and/or supplying it to third parties, for such purposes as KAM deems fit including but not limited to for the purposes of making any enquiries or investigations that may be required to validate or otherwise the Customer's credit supply suitability and including the provision of information for marketing purposes. Where the Customer is a natural person, the authorities contained herein are authorities or consents for the purposes of the Privacy Act 2020.

4. PRICE AND DELIVERY

- 4.1 All prices are GST exclusive unless specifically stated otherwise and are in New Zealand dollars. All prices exclude any other applicable taxes, duties and charges including but not limited to road user charges and may be subject to increase due to exchange rate fluctuations and such items and increases are payable in addition to the price.
- 4.2 KAM may by giving notice to the Customer (verbally or otherwise) at any time before supply of the Services increase the price of the Services to reflect any variation from the order specifications beyond the reasonable control of KAM which increases the cost of the Services by more than 10% of the quoted Price.
- 4.3 The failure of KAM to supply the Services shall not entitle either party to treat this Agreement as repudiated. KAM shall not be liable for any loss or damage whatsoever due to failure by KAM to supply the Services promptly or not at all.

5. CREDIT LIMIT

- 5.1 KAM will set a credit limit pursuant to this Agreement. The Customer must not exceed that credit limit. KAM may at any time and from time to time with or without notice to the Customer, in its sole discretion, increase or decrease or suspend or revoke the amount of credit (and the credit limit) provided to the Customer.
- 5.2 Any increase or decrease or suspension or revocation of credit or exceeding or change of any credit limit shall hereby be deemed to be consented to by the Customer and shall not release the Customer from any liability whatsoever.
- 5.3 Where the Customer has already established credit facilities with KAM but anticipates supply that may exceed the established credit limit, the Customer must confirm the amount of credit available and where necessary apply for an approved increase to cover the additional purchases being contemplated.
- 5.4 Any order placed for or on behalf of the Customer that results or will result in the credit limit being exceeded shall be deemed to be a request by the Customer for an increase in the credit limit.

6. PAYMENT, DEFAULT PROVISIONS

- 6.1 Payment for Services shall be made in full within seven (7) days from the date of invoice unless otherwise specified ("Due Date").
- 6.2 Payment will be made by direct credit or direct debit or by any other method as agreed between KAM and the Customer.
- 6.3 The Customer must make payment of all prices and charges without set-off or counterclaim or any other claims or deduction of any kind whatsoever.
- 6.4 KAM may allocate any payment received to any invoice and may do this at any time even if previously allocated and may do so notwithstanding any particular tender by the Customer.
- 6.5 Payment not made by the Due Date shall be considered an overdue account and a default ("Default").
- 6.6 In the event of Default, the Customer shall pay to KAM interest at the rate of the BNZ CARL (Customised Average Rate Loan) multiplied by 1.25, calculated daily, on all overdue accounts from the date of default and continuing after judgment until payment is made.
- 6.7 In the event of Default KAM shall be entitled to recover from the Customer all legal and other associated costs howsoever incurred by KAM arising from the enforcement of KAM's rights under this Agreement and/or collection of the amounts due and owing to KAM including but not limited to solicitor's fees on a solicitor-client basis and debt collection agency fees, costs and commissions.
- 6.8 In the event of Default in any of the Customer's obligations under this Agreement, or the liquidation or insolvency of the Customer, or if in KAM's opinion the Customer is unable to meet its payments as they fall due, all monies owed to KAM by the Customer will become immediately due and payable irrespective of whether or not the Due Date has arisen. In addition, KAM may suspend or terminate the supply of Services to the Customer and KAM will not be liable to the Customer for any loss or damage the Customer suffers due to KAM exercising its rights under this clause.
- 6.9 To better secure the obligations of KAM the Customer hereby severally and irrevocably grants to KAM an All Obligations registrable mortgage over all land in New Zealand in which the Customer has an interest (whether alone or with others), on the terms of the most current Auckland District Law Society All Obligations Memorandum of Mortgage (currently Memorandum 2018/4346). The Customer acknowledges that KAM may lodge a caveat over all such land pending registration of such mortgage. The Customer hereby grants an irrevocable power of attorney to KAM to execute such documents and instruct a solicitor on KAM's behalf as may be required to perfect and register this interest and agrees to provide such assistance as may reasonably be required by KAM.
- 6.10 **General Charge:** The Customer hereby grants a security interest to KAM over all of the present and after acquired or future property and undertaking of the Customer and including all tangible and intangible assets without limitation, and including the proceeds of such collateral, and the terms and conditions specified in the Auckland District Law Society Memorandum of 2023/4366 as registered under s209 of the Land Transfer Act 2017 shall apply.

7. QUOTATION

- 7.1 Where a quotation is given by KAM it:
- (a) is valid for thirty (30) days from the date of issue; and
- (b) shall be GST exclusive unless specifically stated to the contrary; and
- (c) may be withdrawn at any time before acceptance.

- 7.2 Where Services are required in addition to the quotation the Customer agrees to pay for the additional cost of such Services.

8. RISK

- 8.1 This Agreement shall be "at limited carriers risk" as defined in section 259 of the Contract and Commercial Law Act 2017 ("CCCLA").

9. STORING, LABELLING AND HAZARDOUS GOODS

- 9.1 The Customer shall ensure that the Goods comply with the requirement of any applicable law relating to the nature, labelling, packaging and carriage of goods.
- 9.2 The expenses and charges of KAM in complying with the provisions of any such law or with any order or requirement thereunder or the expenses, charges, levies arising out of the breach of any applicable law shall be paid by the Customer.
- 9.3 The Customer shall ensure that the Goods are safely and properly labelled and fully described in writing including the name, nature and value of all goods of a noxious, dangerous, hazardous or flammable nature or capable of causing damage or injury to any other goods, property, persons or animals.
- 9.4 KAM may apply additional freight charges where hazardous goods are the subject of the Services provided.

10. ACCEPTANCE OF GOODS FOR CARRIAGE, AND CEASATION OF LIABILITY

- 10.1 The Goods are accepted for carriage by KAM –
- (a) if a crane is required to load the Goods, then the acceptance is at the time KAM confirms a date and pick-up time to the Customer, or
- (b) in all other cases at the time the Goods are loaded onto KAM's vehicle.
- 10.2 KAM's liability and obligations under this Agreement shall cease are delivered with "delivery" being defined as –
- (a) if a crane is required to unload the Goods, then the Goods are unloaded and placed at the agreed location at the delivery site, or
- (b) in all other cases at the time the Goods arrive at the delivery site.
- 10.3 The Customer will be solely responsible prior to pick-up for ensuring that the Goods are in a form that will enable safe lifting by KAM.
- 10.4 KAM will not be liable for any loss or damage to the Goods or any other property that may occur during loading or unloading of the Goods when such loss or damage is caused by a failure of the Customer's designated lifting points or equipment.
- 10.5 KAM may refuse pick-ups or deliveries in the event that the pick-up site or delivery site is deemed by KAM to be unsafe.
- 10.6 Where delivery requires a traffic management plan the Customer will meet all costs associated with such traffic management plan and will undertake all required preparation and meet all costs associated with that preparation including all necessary approvals.

11. TERMINATION AND CANCELLATION

- 11.1 KAM may terminate this Agreement without written notice to the Customer in the event of Default or in the event of any other breach of this Agreement by the Customer, but such termination will be without prejudice to KAM's other rights and remedies whether such rights and remedies arise under this Agreement or at law.
- 11.2 In circumstances other than Default, KAM may cancel this Agreement or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. Upon giving such notice KAM shall promptly repay to the Customer any sums paid in respect of the Price for those Goods. KAM shall not be liable for any loss or damage whatsoever arising from such cancellation.

12. CONSUMER GUARANTEES ACT

- 12.1 If the Customer is or holds itself out as purchasing the goods for the purposes of a business (as defined in the Consumer Guarantees Act 1993 ("CGA")) it is hereby expressly agreed that the guarantees implied by the CGA are excluded.
- 12.2 If the Customer is purchasing the goods for personal, domestic use or consumption, the Customer's rights under these terms and conditions are subject to the Customer's rights expressly conferred by the CGA.

13. INDEMNITY

- 13.1 Where the supply of the Goods is to a buyer (as defined in the CGA) the Customer covenants with KAM that it will not make or allow to be made in respect of the Goods supplied any statements or representations as to quality or description other than those made by KAM. Where any statements or representations are made by the Customer, or any party on behalf of the Customer, contrary to the provisions of this clause then the Customer hereby indemnifies and will keep indemnified KAM against any claims, losses, damages and costs which may be made against KAM in respect of such statements or representations.

14. LIABILITY

- 14.1 To the maximum extent permitted by law, KAM (including any agent or employee) shall have no liability to the Customer whether in contract, tort or otherwise for any physical, direct or indirect loss or damage nor for any economic or consequential loss or damage resulting from or contributed to by a breach of this Agreement or any estimate, order, representation or otherwise. Without limiting this clause, any liability that KAM may have shall nevertheless be limited to the price of the Goods under the relevant invoice to which the goods or service giving rise to a claim relate.

15. LAW AND JURISDICTION

- 15.1 This Agreement takes effect, is governed by, and shall be construed in accordance with the laws from time to time in force in New Zealand and the parties submit to the exclusive jurisdiction of the Courts of New Zealand.

16. NOTICES

- 16.1 Any notice required to be given under this Agreement must be in writing and is deemed to be properly served if left at, sent by prepaid letter, document exchange, facsimile transmission or email to the address specified on the face of this Agreement by the party to be the recipient of the notice or such other address as either party may from time to time notify for such purpose.
- 16.2 Any notice sent by post or document exchange is deemed to have been properly served three (3) working days after the date upon which it was sent. Notices sent by courier, delivered by hand or facsimile transmission are deemed to have been received on the date of delivery or transmission if made before 5pm on a working day in the area in which the notice is to be received, otherwise, the next working day.

17. DISPUTED ACCOUNTS

- 17.1 In the event that the Customer is not completely satisfied with the quality of the Services provided for any reason the Customer must contact KAM and make any claims in respect of such Services within seven (7) days of the date of provision of the Services. In the absence of any specific agreement with the Customer to the contrary, KAM will not be responsible for any claim made outside of this timeframe.
- 17.2 In the event of any dispute in relation to this Agreement, the undisputed portion of the Customer's account with KAM shall be payable forthwith in terms of this Agreement without any deduction by way of set-off, counterclaim or other legal or equitable claim without the prior written consent of KAM. Payment of the disputed portion may be withheld provided the matter is brought to KAM's attention immediately it is discovered and a letter of explanation setting out the particulars of the dispute is sent to KAM within two (2) days of the dispute arising. KAM undertakes to address the dispute immediately upon receipt of such advice and the parties agree to meet in good faith to attempt to resolve the dispute. If the dispute remains unresolved following such meeting, the parties agree to refer the dispute to mediation. A Mediator will be appointed by agreement between the parties or if agreement cannot be reached then by referral to the then President of the New Zealand Law Society.

..... Initials

TERMS & CONDITIONS OF TRADE

18. FORCE MAJEURE

- 18.1 If KAM is prevented from carrying out any obligation imposed upon it by the terms of this Agreement by reason of any act of God, act of State, riot, insurrection, civil commotion, strike, sanctions, boycott, embargo, or any other circumstance beyond KAM's reasonable control, KAM must advise the Customer of the existence of the circumstances and the expected duration thereof. The performance of this Agreement will, to the extent that it is made impossible by such circumstances, be suspended until such circumstances cease to prevail and KAM is able to safely resume its obligations under this Agreement.

19. GENERAL

- 19.1 KAM reserves the right to change the terms of this Agreement from time to time by posting an updated or new version of these terms on KAM's website. By continuing to utilise the credit account pursuant to this Agreement the Customer is deemed to have accepted the updated or new version of the terms of this Agreement.
- 19.2 KAM may at any time assign this Agreement in whole or in part, including the assignment of any payments made by the Customer hereunder to any person, company, or business entity. The Customer may not assign or otherwise transfer their rights hereunder.
- 19.3 If any clause or term of this Agreement shall be invalid, unenforceable, or illegal then the remaining terms and provisions of this Agreement will be deemed to be severable therefrom and will continue in full force and effect unless such invalidity, unenforceability or illegality is fundamental to this Agreement.
- 19.4 The failure by either party at any time or times to require performance by the other part of any term of this Agreement will not affect the right to enforce the same. The waiver by either party of any breach of any one or more terms contained in this agreement will not be construed to be a waiver of any succeeding breach of such term or any other term.

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