



*The provision of 3PL services (unlike forwarding or Customs clearance) involves a substantial investment in buildings and equipment. 3PL services are normally provided under contract. We have a set of template contracts, drafted by legal practitioners and tested over the years.*

*We are always willing to negotiate the terms of the contracts to reflect the specific requirements and KPIs of each client. In the absence of a contract, business is conducted according to the following:*

## **Terms and Conditions**

### **1. DEFINITIONS**

1.1 "DSL Logistics" shall mean DSL Logistics Limited, or any agents or employees thereof.

1.2 "Client" shall mean the Client, any person acting on behalf of and with the authority of the Client, or any person purchasing products and services from DSL Logistics.

1.3 "Services" shall mean all services, goods, products and advice provided by DSL Logistics to the Client and shall include without limitation customs clearance, freight forwarding, warehousing, pick-and-pack and distribution and all associated services and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Services by DSL Logistics to the Client.

1.4 "Price" shall mean the cost of the Services as agreed between DSL Logistics and the Client and includes all disbursements e.g. charges that DSL Logistics pays to others on the Client's behalf subject to clause 4 of this contract.

1.5 The headings contained in these terms do not form part of these terms and are for reference only.

### **2. ACCEPTANCE**

2.1 Any instructions received by DSL Logistics from the Client for the supply of Services shall constitute these terms as a binding contract and confirm the Client's acceptance of the terms and conditions contained herein, unless DSL Logistics and the Client enter into a separate contract .

### **3. COLLECTION AND USE OF INFORMATION**

3.1 The Client authorises DSL Logistics to collect, retain and use any information about the Client, for the purpose of assessing the Client's credit worthiness, enforcing any rights under this contract, or marketing any Services provided by DSL Logistics to any other party.

3.2 The Client authorises DSL Logistics to disclose any information obtained to any person for the purposes set out in clause 3.1.



3.3 Where the Client is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

#### **4. PRICE**

4.1 Where no price is stated in writing or agreed to orally the Services shall be deemed to be sold at the current amount as such Services are sold by DSL Logistics at the time of the contract.

4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Services that is beyond the control of DSL Logistics between the date of the contract and delivery of the Services.

#### **5. PAYMENT**

5.1 Payment for Services shall be made as arranged ("the due date"). Unless otherwise agreed, the due date shall be seven days from invoice date.

5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.

5.3 Any expenses, disbursements and legal costs incurred by DSL Logistics in the enforcement of any rights contained in this contract shall be paid by the Client, including any reasonable solicitor's fees or debt collection agency fees.

5.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

5.5 A deposit may be required.

#### **6. QUOTATION**

6.1 Where a quotation is given by DSL Logistics for Services:

6.1.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and

6.1.2 The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;

6.1.3 DSL Logistics reserves the right to alter the quotation because of circumstances beyond its control.



6.2 Where Services are required additional to the quotation, the Client agrees to pay for the additional cost of such Services.

## **7. AGENCY**

7.1 The Client authorises DSL Logistics to contract either as principal or agent for the provision of Services that are the matter of these terms.

7.2 Where DSL Logistics enters into a contract of the type referred to in clause 7.1 it shall be read with and form part of this agreement and the Client agrees to pay any amounts due under that contract.

## **8. GENERAL LIEN**

8.1 The Client agrees that DSL Logistics may exercise a general lien against any property belonging to the Client that is in the possession of DSL Logistics for all sums outstanding under these terms.

8.2 If the lien is not satisfied within seven (7) days of the due date, DSL Logistics may, having given notice of the lien at its option either:

8.2.1 Remove such property and store it in such a place and in such a manner as DSL Logistics shall think fit and proper and at the risk and expense of the Client; or

8.2.2 Sell such property or part thereof upon such terms as it shall think fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for damage caused.

## **9. LIABILITY**

9.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon DSL Logistics which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on DSL Logistics, the liability of DSL Logistics shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.

9.2 Except as otherwise provided by clause 9.1 DSL Logistics shall not be liable for:

9.2.1 Any loss or damage of any kind whatsoever including consequential loss whether suffered or incurred by the Client or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Services provided by DSL Logistics to the Client; and



9.2.2 The Client shall indemnify DSL Logistics against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of DSL Logistics or otherwise, brought by any person in connection with any matter, act, omission, or error by DSL Logistics its agents or employees in connection with the Services.

## **10. CONSUMER GUARANTEES ACT**

10.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Client acquires Services from DSL Logistics for the purposes of a business in terms of section 2 and 43 of that Act.

## **11. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES**

11.1 If the Client is a company or trust, the director(s) or trustee(s) becoming a party to these terms, in consideration for DSL Logistics agreeing to supply Services and grant credit to the Client at their request, also assume the obligations conferred by these terms (construed as a contract) in their personal capacity and jointly and severally personally undertake as principal debtors to DSL Logistics the payment of any and all monies now or hereafter owed by the Client to DSL Logistics and indemnify DSL Logistics against non-payment by the Client. Any personal liability of a signatory hereto shall not exclude the Client in any way whatsoever from the liabilities and obligations contained in these terms. The signatories and Client shall be jointly and severally liable under the terms and conditions of these terms for payment of all sums due hereunder.

## **12. MISCELLANEOUS**

12.1 DSL Logistics shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

12.2 Failure by DSL Logistics to enforce any of the terms and conditions contained in these terms shall not be deemed to be a waiver of any of the rights or obligations DSL Logistics has under these terms.

12.3 If any provision of these terms shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

12.4 The Client shall not assign all or any of its rights or obligations under this contract without the written consent of DSL Logistics.

12.5 These terms and conditions of trade shall be superseded by any contract for the provision of Services entered into by DSL Logistics and the Client.