

International Services – Terms and conditions

Use of the CourierPost International Services constitutes full acceptance of these CourierPost International Services Terms and Conditions and further constitutes acceptance of the Express Couriers Websites Terms of Use and the Express Couriers Limited Terms and Conditions (together the “Express Couriers Terms”) [\[available here\]](#).

These CourierPost International Services Terms and Conditions are intended to be additional to and read together with the Express Couriers Terms. If there is any inconsistency between these CourierPost International Services Terms and Conditions and the Express Couriers Terms, these terms will prevail.

Definitions

In these terms:

“CourierPost Account Customer” means a person who holds an account with CourierPost, a business owned and operated by us.

“Delivery” has the meaning given to that term in the Express Couriers Limited Terms and Conditions.

“International Services” means any services purchased by a CourierPost Account Customer relating to Delivery of a Shipment outside New Zealand.

“Receiver” means the intended recipient of the Delivery.

“Shipment” means all documents or parcels that travel under one air waybill (as printed off our Website at the time of purchase of the International Services).

“you” means the CourierPost Account Customer accessing or using the International Services.

“We” means Express Couriers Limited and its related businesses and companies, or their agent, and “our” and “us” have a corresponding meaning.

Terms used in these CourierPost International Services Terms and Conditions and otherwise not defined have the meaning given to them in the Express Couriers Limited Terms and Conditions.

Additional terms for International Services

1. Shipments may be carried by us by any means we choose, including air, road or any other carrier.

2. We may undertake the following activities on your behalf in order to provide the International Services:

(a) complete any documents, amend product or service codes, and pay any duties or taxes required under applicable laws and regulations;

(b) act as your forwarding agent for customs and export control purposes and as Receiver solely for the purpose of designating a customs broker to perform customs clearance and entry;

(c) redirect the Shipment to Receiver’s import broker or other address upon request by any person who we believe in our reasonable opinion to be authorised.

3. You must not give us any Shipment for Delivery:

(a) that contains any of the dangerous goods listed on the Website or which is otherwise prohibited to be sent under the Express Couriers Terms;

(b) that contains counterfeit goods, banderols/tax sticker, real or imitation firearms or parts thereof or pornography;

(c) that is classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organisation), ADR (European Road Transport Regulation on dangerous goods), or any applicable government department or other relevant organisation; or

(d) where no customs declaration is made when required by applicable customs regulations.

4. You acknowledge that Shipments cannot be delivered to PO boxes or postal codes. Shipments are delivered to the Receiver’s address given by you (which in the case of mail services shall be deemed to be the first receiving postal service) but not necessarily to the named Receiver personally.

5. Shipments to addresses with a central receiving area will be delivered to that area. If the Shipment is deemed to be unacceptable, or it has been undervalued for customs purposes, or Receiver cannot be reasonably identified or located, or Receiver refuses delivery or to pay for delivery, we shall use reasonable efforts to return the Shipment to you at your cost, failing which the Shipment may be released, disposed of or sold by us without incurring any liability whatsoever to you or anyone else, with the proceeds applied against service charges and related administrative costs and the balance of the proceeds of a sale to be returned to you.

6. You must pay or reimburse us for all Shipment charges, ancillary charges, duties and taxes owed for services provided by us or incurred by us on your, or the Receiver’s or any third party’s behalf and all claims, damages, fines and expenses incurred if the Shipment is deemed unacceptable for transport as described in Sections 3-5 above.

7. You must indemnify and hold us harmless for any loss or damage arising out of your failure to comply with any applicable laws or regulations and for any breach of the following warranties and representations by you:

(a) all information provided by you or your representatives is complete and accurate;

(b) the Shipment was prepared in secure premises by you or your employees and, if prepared by your employees, you employed reliable staff to prepare the Shipment;

(c) you protected the Shipment against unauthorised interference during preparation storage and transportation to us;

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(d) the Shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling;

(e) all applicable customs, import, export and other laws and regulations have been complied with; and

(f) the air waybill has been signed by your authorised representative and these CourierPost International Services Terms and Conditions, together with the Express Couriers Terms are binding and enforceable on you.

8. You acknowledge that if the Shipment is transported by air and involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention, or the Warsaw Convention as applicable, governs. For international road transportation, the Convention for the International Carriage of Goods by Road (CMR) may apply. These conventions limit our liability for loss or damage.

9. Our liability is strictly limited to direct loss and damage only and to the per kilo/lb limits in this Section 9. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to our attention before or after acceptance of the Shipment. If a Shipment combines carriage by air, road or other mode of transport, it shall be deemed to have been carried by air. Our liability in respect of any one Shipment transported, without prejudice to Section 8, is limited to its actual cash value and shall not exceed the greater of \$US100 or:

(a) \$US 20.00/kilogram or \$US 9.07/lb for Shipments transported by air or other non-road mode of transportation; or

(b) \$US 10.00/kilogram or \$US 4.54 /lb for Shipments transported by road.

10. Claims are limited to one claim per Shipment settlement of which will be full and final settlement for all loss or damage in connection therewith and must be made in accordance with the Express Couriers Limited Terms and Conditions.