



CREDIT ACCOUNT APPLICATION

Information supplied will be held strictly confidential

1st Floor 1 Bluff Road
Black Rock Vic 3193
P 03 9589 2666
F 03 9589 7667

ENTITY: Public Company Private Company Trustee Company Partnership Sole Trader

Name: (person or company owning business) ABN:

Trading Name: ABN:

Business Address: Post Code:

Postal Address: (for accounts)..... Post Code:

Despatch Address: Post Code:

NAMES AND ADDRESS OF PROPRIETOR/S OR DIRECTOR/S:

1. Phone:

2. Phone:

3. Phone:

4. Phone:

Have any of the above ever been bankrupt? (Tick if Yes) 1. 2. 3. 4.

TRADE REFERENCES: (At least 3 references must be provided)

Name: Contact: Phone:

Address: Fax:

Name: Contact: Phone:

Address: Fax:

Name: Contact: Phone:

Address: Fax:

Name: Contact: Phone:

Address: Fax:

BUSINESS DETAILS:

Type of Business: No. of Employees: Credit Required: \$.....

If you have been in this business for less than 12 months, please attach details of previous business?

Date Business Commenced:/...../..... Do You Own Your Own Business? Yes No

BANK DETAILS:

Name of Bank: Branch: Phone:

Address of Bank: Fax:

Contact at Bank: Email:

Name of Accountants / Auditors: Contact:

Email: Phone: Fax:

CONTACT DETAILS: (Day to day contact details if different from details above)

Decision Maker: Email: Phone:
Title: Mobile: Fax:

Accounts Payable: Email: Phone:
Title: Mobile: Fax:

Operations: Email: Phone:
Title: Mobile: Fax:

OTHER:

1. I/We understand that the normal trading terms are strictly 14 (fourteen) days from date of invoice.
2. I/We undertake to pay all accounts by the due date and acknowledge that if the account becomes overdue, stop supply may be enforced without notice until the account is brought within the trading terms.
3. I/We understand that if at any time credit is withdrawn, the whole account becomes immediately due and that Trans Express Pty Ltd is justified in taking legal action to recover the entire debt. Furthermore, I/We agree to pay the entire legal costs, disbursements and collection fees incurred by Trans Express Pty Ltd in recovering the outstanding debt.
4. I/We understand that Directors' personal guarantees may be required.
5. I/We understand that we will be bound by the Terms and Conditions of any carrier or supplier we use as recommended by Trans Express.

ACCEPTANCE

I of (Sender) confirm that I am an authorized officer of The Sender or has been duly authorized by The Sender to accept the Terms and Conditions of Trans Express (copy included below) which I have read and understood.

Signature of Authorized Person: Date:/...../.....

Print Full Name in block letters:

Office Use Only

- | | |
|--|---|
| <input type="checkbox"/> Sales Contractor: | <input type="checkbox"/> Trade References Attached |
| <input type="checkbox"/> Data entered ME8 by: | <input type="checkbox"/> Rates entered ME8 by: |
| <input type="checkbox"/> Data entered PNET by: | <input type="checkbox"/> Rates entered PNET by: |

Application Approved by Manager: Date:/...../.....

Trans Express Terms and Conditions

A. STANDARD

"Company" means Trans Express Pty Ltd ABN 17 006 453 916 trading as Trans Express.

"Goods" means the goods accepted from the Sender together with any pallets, containers, equipment and packaging supplied on behalf of the Sender and used in connection with the provision of the Services.

"Sender" means the person with whom the Company contracts and provides the Services.

"Services" means the services undertaken by the Company in connection with the Goods including but not limited to the collection, carriage, delivery and/or storage of the Goods.

"Subcontractor" means any person who pursuant to a contract or arrangement with any other person agrees to perform or performs part or all of the Services.

1. The company is not a common carrier, accepts no liability as such and reserves the right to refuse the provision of the Services in connection with the Goods. All Services are provided by the Company subject only to these Terms and Conditions of Contract.
2. It is agreed that any such person who delivers the Goods to the Company for and on behalf of the Sender is authorized to do so subject to these Terms and Conditions of Contract.
3. The Sender warrants that in agreeing to these Terms and Conditions of Contract it is, or has the authority of, the person or persons owning or having interest in the Goods or any part of the Goods.
4. Without prejudice to the generality of the foregoing, the Sender undertakes to indemnify the Company in respect of any liability whatsoever and howsoever arising in connection with the Goods to any person (other than the Sender) who claims to have, who has or who may hereafter have any interest in the Goods or any part of the Goods.
5. The company and any Subcontractor shall be entitled to subcontract on any terms part or all of the Services.
6. Every exemption, limitation, condition and liberty herein contained and every right exemption from liability defense and immunity of whatsoever nature applicable to the Company or to which the Company is entitled hereunder shall also be available and shall extend to protect:-
 - all Subcontractors;
 - every servant or agent of the Company or of a Subcontractor;
 - every other person other than the Company by whom part of all of the Services are provided, and
 - all persons who are or may be vicariously liable for the acts or omissions of any person falling within the above sub paragraphs of the Clause and for the purpose of this Clause and of these Terms and Conditions of Contract the Company is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them and shall to this extent be deemed to be parties to this Contract.
7. Subject only to Clause 23 hereof of the Goods are at the risk of the Sender and not the Company and the Company shall not be responsible in tort or contract or bailment or otherwise for any, and the consequences or any, delay in collection of the Goods or loss of or damage to or deterioration of the Goods or mis-delivery of or failure to deliver or delay in delivery of the Goods for any reason whatsoever including without limiting the foregoing the negligence or breach of contract or willful act or default of the Company or others and this Clause shall apply to all, such delay in collection of the Goods or loss of or damage to or deterioration of the Goods or mis-delivery of or failure to deliver or delay in delivery of the Goods whether or not the same occurs in the course of performance by or on behalf of the Company of this Contract or in the events which are in the contemplation of the Company and or the Sender or in events which are foreseeable by them or either of them in events which may constitute a fundamental breach of contract or a breach of a fundamental term.
8. The Sender is required to arrange its own insurance in respect of the Goods as insurance shall not be arranged by the Company on behalf of the Sender.
9. The Sender undertakes that no claim or allegation shall be made, whether by the Sender or any other person who is or may hereafter be interest in the Goods, against any person (other than the Company) by whom (whether as Subcontract, principal, employer, servant, agent or otherwise) part or all of the Services are provided which imposes or attempts to impose upon such person any liability whatsoever and however arising in connection with the Goods and if such claim or allegation should nevertheless be made the Sender undertakes to indemnify the Company and the person upon whom such claim or allegation is made against the consequences thereof.
10. The Sender indemnifies the Company against any claim or allegation made against it by any person in connection with the liability of that person for any loss of or damage to the Goods occurring at any time during the provision of the Services.
11. The Sender warrants that the Goods have been described accurately and are packed in a manner adequate to withstand the ordinary risks of storage and/or carriage having regard to their nature and that it has complied with all laws and regulations relating to the nature, packaging, labeling, storage and/or carriage of the Goods. Sender warrants that it shall not tender for carriage or storage any volatile or explosive goods or Goods which are or may become dangerous inflammable or offensive (including radioactive) or which are or may become liable to damage any property whatsoever without presetting a full description disclosing the nature of such Goods and in any event the Sender shall be liable for all loss or damage caused thereby. If in the opinion of the Company the Goods become or are liable to become dangerous, inflammable, explosive offense or damaging nature the same may be retained, destroyed disposed of or abandoned or rendered harmless by the Company without compensation to the Sender and without prejudice to the Sender's rights in accordance with the Contract and at the

cost of the Sender. The Sender indemnifies the Company for any liability whatsoever and for all costs and expenses incurred as a result of or arising out of the Sender's breach of any warranties in this clause.

12. Except under special arrangements previously made in writing the Company will not accept or deal with bullion, coins, precious stones, jewelry, valuable, antiques, pictures, livestock or plants. Should the Sender nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing the Company shall be under no liability whatsoever for or in connection with the goods however caused
13. The method of handling storage and/or carriage adopted by the Company shall remain at the sole discretion of the Company and the Sender authorizes the Company, its agents, contractors, employees, subcontractors to adopt any method other than the instructed or agreed.
14. The Company's charges shall be fully earned as soon as the Goods are loaded and dispatched from the Sender's premises or accepted for storage and shall be payable and non-refundable in any event. The Sender shall be charged in respect of the Goods by weight or measurement and the Company reserves the right at any time to re-weigh or re-measure the Goods or require the Goods to be re-weighed or re-measured and to charge additionally as may be required. If the charges are to be paid by any person other than the Sender and that person does not pay those charges within seven days of the date by which payment is required, the Sender shall pay the charges immediately upon demand.
15. The Company shall not be responsible for loss, damage, hiring, de-hiring, exchange or any other fees incurred in respect to any handling or packaging materials supplied by the Sender to the Company. The Company may return, exchange, rehire, purchase any handling or packaging materials at its sole discretion and the Sender shall be responsible for any costs associated therewith.
16. The Company shall have a lien on the Goods and any documents relating thereto and on any other Goods of the Sender in possession of the Company or any documents relating thereto for all sums payable by the Sender to the Company and for the purpose shall have the right to sell any such Goods by public auction or private treaty without notice to the Sender.
17. The Company is authorized to deliver the Goods to the address nominated to the Company by the Sender for that purpose and without prejudice to the foregoing it is expressly agreed that the Company shall be deemed to deliver the Goods in accordance with this Contract if at that address it obtains from any person a receipt or signed delivery dockets for Goods. If the nominated place of delivery shall be unattended or if delivery cannot be otherwise effected to any person at that place, the Company may deposit at its option the Goods at the place (which shall be deemed to be delivered in accordance with the Contract) or store the Goods and if the Goods are stored by the Company the Sender shall pay or indemnify the Company for all the costs and expenses incurred in connection with such storage. In the event that the Goods are stored by the Company the Company shall be at liberty to re-deliver them to the Company from the place of storage at the Sender's expense.
18. Notice in writing of any claim which is intended to be made under this Contract must be given to the Company within (7) days after the date of delivery of the Goods or in the case of non-delivery within five (7) days after delivery would have been effected in the ordinary course of business. Notwithstanding any other provision in these Terms and Conditions of Contract other than Clause 18 hereof the Company shall be discharged in any event from all liability in connection with the Goods unless suit is brought within six (6) months after delivery is effected or would have been affected in the ordinary course of business.
19. It is agreed that no servant or agent of the Company or any other person has the power to waive these Terms and Conditions unless such waiver or variation is in writing and signed by an executive officer of the Company.
20. All the rights (including but not limited to all indemnities given to the Company), immunities and exemptions from liability in these Terms and Conditions shall continue to have their full force and effect in all circumstances notwithstanding any negligence or willful act or default or breach of these Terms and Conditions by the Company or others and irrespective of whether such may constitute a fundamental breach of contract or a breach of a fundamental term.
21. It is hereby agreed that if any provision or any part of any provision of this Contract is unenforceable such unenforceability shall not affect any other part of such provision or any other provision of this Contract.
22. These terms and conditions shall be governed by and in accordance with laws of the state of Victoria, Australia and any proceeding brought against the Company shall be brought in Victoria only.
23. Notwithstanding anything herein contained this Contract is subject to the Trade Practices Act 1974 (as amended) if and to the extent that this Act implies a warranty into this Contract and prevents the exclusion, restriction or modification of any such warranty
24. The Company's quotations are given on the basis of immediate acceptance and subject to the right of withdrawal or revision, with or without notice. If any changes occur in the rates of freight and / or storage, or other charges applicable to the goods, quotations and charges shall be subject to revision accordingly with or without notice.

Trans Express Terms and Conditions

B. SPECIAL

1. Neither Trans Express Pty Ltd nor the carrier selected for the provision of service is a common carrier and no liability will be accepted as such. Services are used in accordance with our Standard Terms and Conditions of Contract (attached). Insurance cover is not included in the rates quoted. We advise you to seriously consider insuring your own risk against any loss, resulting from any damage, breakage, fire, theft, non delivery etc. with your own insurer. Please note that neither the carrier nor Trans Express Pty Ltd offers any insurance cover on any consignments unless cover is requested in writing and approved by Trans Express Pty Ltd prior to, dispatch and collection of the goods by the carrier. The carrier requires written approval from Trans Express Pty Ltd, prior to any cover becoming effective. Items are dispatched at the Consignor's own risk.
2. It is a requirement when completing a consignment note that all weights, measurements, descriptions, and classifications are clearly and accurately recorded on the consignment note. It is hereby agreed that if weights and measurements are not recorded on the consignment note, then the carrier can determine these, and the carrier's determination shall be considered as final, and binding on the consignor. No further negotiation will be entered into, and no claims shall be accepted for any alleged incorrect charging. It is incumbent on the consignor that all items consigned are clearly labeled with the Consignor's name and address, as well as the Consignee's full name and address.
3. Where freight is to be delivered to a third party carrier (stipulated by the sender), the consignment note must clearly reflect the on-forwarding carriers' full name and address in the consignee (receiver) section of the consignment note. Where the consignor has stated the ultimate destination in the consignee (receiver) section of the consignment note, then the carrier shall charge for freight to the delivery zone as stated in the consignee's (receiver's) section of the consignment note, whether or not delivery was made to that zone. The carrier reserves the right to charge an on-forwarding fee of \$25.00 per consignment note, as on-forwarding documentation has to be raised with the on-forwarding carrier.
4. Freight charges are quoted on a rate per kilogram basis. Light and bulky freight will be converted to their kilogram equivalents by multiplying the volume of the freight in cubic meters by a factor of 250 ("Volumetric Weight"). The freight charges shall be determined as the greater of the dead weight or the Volumetric Weight unless otherwise stated in this quotation. Item rates will be subject to maximum weights and volumes stated in this quotation. Exceeding the weight or size limits on item rates will incur a multiple charge.
5. Any claims against invoice charges must be made within 7 days of invoice receipt. Trans Express Pty Ltd reserves the right to reject / refuse any claims made after that date. All claims must be supported with a copy of the consignment note in question, a copy of the invoice where the charge was made, as well as any additional documentation, to support your claim. Claims are always subject to the respective carrier's approval.
6. Goods of a dangerous nature may not be shipped unless approval is sought from Trans Express Pty Ltd in writing beforehand.
7. Pre-paid products must be ordered from Trans Express Pty Ltd at least 3-5 days before they are required. All pre-paid orders must be made in writing (quoting your order number) and remain the property of Trans Express Pty Ltd until paid for in full.
8. Where the paying party is not clearly marked on the consignment note, then any transfer of charges to the correct account shall incur a minimum \$10.00 fee per consignment note recharge.
9. Where delivery has been completed in full, a proof of delivery shall incur a charge of \$ 20.00 each.
10. An account service / administration fee of \$ 5.50 per invoice / statement shall be applied to invoices less than \$35.00.
11. Prepaid freight services are payable on delivery of the labels / satchels. All overweight pre-paid consignments will incur additional charges. On consignment note services will be billed weekly and payment terms are net 14 days from date of invoice.
12. This quotation is Private and "Commercial in Confidential", and remains the sole property of Trans Express Pty Ltd.
13. The rates quoted are exclusive of any government taxes, or levies that may be imposed or become payable at some future time. GST is not included in the rates quoted, or any fuel surcharge levies.
14. Prices may vary from time to time without notification.
15. Restraint of Trade - from the date of ceasing to use any particular service provided by a carrier referred by Trans Express Pty Ltd and for the period specified in this clause, the sender (consignor) or customer will not, whether solely or in association with another or others:
 - (a) for a period of
 - (i) one (1) year;
 - (ii) six (6) months;
 - (iii) three (3) months;
 - (b) within :
 - (i) Australia;
 - (ii) Victoria;
 - (iii) Melbourne;either directly or indirectly carry out or conduct business with the carrier referred by Trans Express Pty Ltd.
16. The Sender or Customer agrees to provide three (3) months notice to Trans Express of any intention to employ directly the services of any agent, employee or sub-contractor of Trans Express. Once directly engaged, the Customer agrees to pay a selection and recruitment fee of \$2,500.00 per person to Trans Express as total compensation to Trans Express for services associated with advertising and interviewing, selection and recruitment, induction and training.

C. ACCEPTANCE

Important Notice:

These Terms and Conditions exclude or limit liability for certain losses or damage that may occur in the carriage of your goods. You are therefore advised to read these terms and conditions carefully, and to take legal advice if deemed necessary. We would advise you to consider purchasing external insurance cover to ensure that your interests where required are fully protected.

I of (Sender) confirm that I am an authorized officer of the Sender or have been duly authorized by the Sender to accept the above written proposal of Rates and Services and accordingly agree that the Sender will be bound by these Terms and Conditions of Trans Express Pty Ltd ABN 17 006 453 916 trading as Trans Express for which I acknowledge as having been provided and read and understood.

Signature of Authorized Person:

Date: / /

Print Full Name in block letters: