



Qantas Road Express Pty Ltd ABN 56 130 392 111

P.O. BOX 1052 TULLAMARINE VIC 3043

| | | |
|------------------|------------------|------------------|
| ACCOUNTS | TEL 03 8318 9810 | FAX 03 9330 4770 |
| ADELAIDE | TEL 08 8234 4600 | FAX 08 8234 4040 |
| BRISBANE | TEL 07 3256 7788 | FAX 07 3260 6500 |
| MELBOURNE | TEL 03 8318 9800 | FAX 03 8318 9888 |
| SYDNEY | TEL 02 9557 8051 | FAX 02 9557 7145 |

SECTION A - ACCOUNT DETAILS

Date: _____

Trading Name

Trading Address

Postal Address

Suburb

Postcode

Suburb

Postcode

E-Mail Address

Store Manager

Tel:

Fax:

Accounts Contact

Tel:

Fax:

SOLE TRADER/PARTNERSHIP

A.B.N.

Date Registered

Type of Business

OR

COMPANY

Registered Company Name

A.B.N.

Address of Registered Office

Date of Incorporation

Business Premises Owned / Leased

Full Name and Private Address of All Directors, Proprietors or Partners

(Please attach separate sheet if insufficient space)

| | | |
|---------|---------------|---------------|
| 1. Name | A/H Telephone | Date of Birth |
| <hr/> | | |
| Address | | |

| | | |
|---------|---------------|---------------|
| 2. Name | A/H Telephone | Date of Birth |
| <hr/> | | |
| Address | | |

| | | |
|---------|---------------|---------------|
| 3. Name | A/H Telephone | Date of Birth |
| <hr/> | | |
| Address | | |

Please specify value of expected usage of our services in the first 3 months:

| | | |
|----------------------|----------------------|----------------------|
| Month 1 | Month 2 | Month 3 |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

| | | |
|----------------------|----------------------------|-----------------------|
| Bank | Branch / BSB Number | Account Number |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

| | | |
|-------------------------|----------------------|----------------------|
| Trade References | Phone | Fax |
| 1. <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 2. <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 3. <input type="text"/> | <input type="text"/> | <input type="text"/> |

Office Use:

Comments.....
.....
.....

Approved: Yes / No

Signed:.....

Date:.....

Section B: Terms and Conditions

1. In these terms and conditions:
 - a. **We/Our/Us** means Qantas Road Express Pty Ltd (A.C.N. 130 392 111).
 - b. **You/Your** means the party using Our Services.
 - c. **Services** means the provision of carrier services in the carriage or transport of Goods, the storage of Goods and other matters incidental to the performance of the said services.
 - d. **Goods** means the items accepted by Us together with any container, packaging or other storage device supplied by You.
 - e. **Invoicing Period** means a period of 14 days.
2. We are not a common carrier and will accept no liability as such.
3. The person delivering the goods to Us and the person accepting these terms and conditions warrants that he or she is authorised to sign the necessary documentation for the retention of our Services and hereby indemnifies Us in respect of any liability whatsoever relating to our possession or control of the Goods and our performance of the Services that may arise as a result of the person not being so authorised.
4. You warrant that except as shown in any accompanying certificate, the Goods do not contain any explosive volatile spirits or other dangerous cargo that would be illegal or prohibited by any law or regulation of any State, Territory or the Commonwealth, due to its nature, packaging or labelling. You indemnify Us in respect of any liability for death, bodily injury, loss (including consequential loss) and or damage, fines or other State or Territory imposed penalties arising either partly or wholly from Your failure to comply with the warranty contained in this term 4.
5. You agree to pay the price stated on Our invoice for the provision of the Services (**Invoiced Price**) on the terms provided, such terms include but are not limited to:
 - a. You will remain liable to Us for all Our proper charges incurred for any reason and agree to make good any additional charges over and above the Invoiced Price that are incurred by Us;
 - b. Payment is strictly 14 days from the date of the invoice;
 - c. Interest will be charged on all overdue accounts (accounts not paid within 30 days of the date of an invoice) at a rate of 14% per annum (calculated daily).
 - d. You shall pay all costs and expenses incurred by Us, Our legal advisers, mercantile agents and others in respect of anything instituted or being considered against You, whether for debt or otherwise.
 - e. These terms are subject to change without notice.

6.
 - (a) You hereby authorise Us to handle, store or carry or have the Goods carried by any means that we determine in our absolute discretion to be necessary for the effective provision of the Services. Such means shall include the use of sub-contractors and any deviation from the usual route, manner of carriage of the Goods.
 - (b) You authorise Us (where We determine in our absolute discretion to do so) to contract in Our name as principal or as agent for the carriage of the Goods or the leasing of or other use of any storage container or device for the effective provision of the Services and to accept the terms and conditions of such agreements including but not limited to any conditions associated with a Bill Of Lading or other forms or terms of contract of carriage whether by sea, rail, road or air or any other such related agreement. All such agreements that We enter into shall be at Your expense.
 - (c) You agree that We may make any inquiries We deem necessary to investigate Your creditworthiness including undertaking inquiries with financial institutions, credit reporting agencies, any personal credit and/or consumer credit information providers (*Sources*). You authorise the Sources to disclose any information concerning Your creditworthiness in their possession to Us, pursuant to section 18E(1) of the Privacy Act. You agree that We may disclose any information in Our possession concerning Your creditworthiness to the Sources.
7. We will only deliver the Goods to separate delivery points by special arrangement and we reserve the right to refuse any Goods where the Services require delivery to separate delivery points.
8. You accept that Our charges shall be fully earned as soon as the Goods are loaded and despatched from Our premises and shall be payable, subject to these terms and conditions, in accordance with Our payment terms.
9. We hold a lien over all Goods and any documents relating thereto and on any other Goods of Yours in Our possession or Control for all sums payable by You to Us and for that purpose shall have the right to sell any such good by public auction or private treaty, in compliance with the provisions of the Warehouseman's Liens Act 1958.
10.
 - (a) You leave the Goods with Us and we accept the Goods for our Services solely at Your risk. To the extent permitted by law, We accept no responsibility or liability for any reason whatsoever, in relation to the Goods, either in transit or in storage or at any other stage that the Goods are in are held in Our care, custody or control, for any:
 - i. loss of the Goods;
 - ii. damage to the Goods whether it be overt or concealed;
 - iii. deterioration in the Goods;
 - iv. contamination of the Goods;
 - v. Evaporation of the Goods;

- vi. misdelivery of the Goods;
- vii. non-delivery or other failure to deliver the Goods;
- viii. delay in delivery of the Goods; or
- ix. consequential loss arising out of any of the above.

(b) Where We would be liable for damage or loss to the Goods, no claim for compensation will be accepted unless notice in writing of the Claim is served by You on Us within seven (7) days after delivery was effected or would in the ordinary course of business have been effected.

(c) This Term 10 provides that all exclusions of liability that apply for Our benefit shall also extend to each and everyone of Our servants, agents, and sub-contractors and you acknowledge that the provisions of this term 10 shall have equal effect in relation to these parties.

11. The Invoiced Price does not include any forms of Insurance. We do not take out any Insurance on Your behalf unless a written request for such insurance is received from You and the additional insurance fees are received.
12. We will use our best endeavours to comply with the provisions of the Privacy Act as they apply to Us.
13. All our rights under these terms and conditions shall not be affected by any breach on Our part of the terms and conditions.
14. All costs expenses or charges quoted do not include GST.
15. This agreement is to be governed by and construed in accordance with all applicable laws in force in the state of Victoria of the Commonwealth of Australia from time to time and the parties submit to the non-exclusive jurisdiction of the courts of the state of Victoria in the Commonwealth of Australia.

SECTION C - ACCEPTANCE OF TERMS AND CONDITIONS

TERMS AND CONDITIONS OF SALE

You have reviewed the Terms of Trade contained in this document. You agree that all transactions with Us will be conducted in accordance with these conditions and terms (as varied from time to time in writing)

AGREEMENT THAT WE MAY SEEK CONSUMER INFORMATION (SECTION 18k (1)(b) PRIVACY ACT 1988)

If We considers it relevant to assessing Your application for commercial credit, You agree to Us obtaining a credit report containing personal credit information about You in relation to commercial credit by Us.

GUARANTOR'S AGREEMENT (SECTION 18K (1) (c) PRIVACY ACT 1988)

You agree that We may seek from a credit reporting agency, a credit report containing personal information about You to assess whether to accept You a guarantor for credit applied for, or provided to, the You.

AGREEMENT THAT WE MAY USE A CREDIT REPORT ABOUT YOU FOR COLLECTING OVERDUE PAYMENT (SECTION 18K (1)(h) PRIVACY ACT 1988)

If We consider it relevant to collecting overdue payments in receipt of commercial credit provided to You, You agree to Us receiving from a credit reporting agency a credit report containing personal information about You in relation to collecting overdue payments.

AGREEMENT TO US SEEKING FROM OR GIVING TO OTHER COMPANIES DETAILS ABOUT YOUR CREDIT WORTHINESS (SECTION 18n (1)(b) PRIVACY ACT 1988)

You agree that We may give to and seek from any companies named in a credit report issued by a credit reporting agency information about Your credit arrangements. You understand that this information can include any information about Your credit worthiness, credit standing, credit history or credit capacity that are allowed to be given and received from each other under the Privacy Act.

You acknowledge receipt of and accept these Terms and Conditions and certify that You have authorisation to complete and sign this Application for Credit.

EXECUTED by the Applicant on
the date set out above

*** If the Applicant is an individual:**

SIGNED by the applicant

Name (Please Print)

Address Please print

*** If the Applicant is a Corporation:**

Executed by the Applicant in
Accordance with s.127
Corporations Act 2001

Signature of Director/Secretary

Name (Please Print)

Signature of Director

Name (Please Print)

SECTION D - PERSONAL GUARANTEE

In consideration of Qantas Road Express Pty Ltd (A.C.N. 130 392 111) (**Company**) granting a credit account to _____ (**Customer**) at the request of _____ (**Guarantor(s)**) I/we, the undersigned, hereby jointly and severally agree to guarantee the prompt payment of any and all accounts for and monies due for goods supplied to the Customer by the Company from time to time and I/we agree to indemnify the Company and keep it indemnified in respect of all liability that the Company will from time to time incur as a result of the Company supplying Goods to the Customer pursuant to the terms of the credit agreement between the Company and the Customer (**Credit Agreement**). I/we agree that the granting by the Company to the Customer of additional time to pay monies due under the Credit Agreement or any other indulgence shall not affect our liability under this guarantee. We acknowledge that we were produced with Sections A, B, C and D of the Credit Agreement at the time we executed this guarantee and that we have read and fully understood and agree to be bound by the same.

Full names and addresses of Guarantors (must be Owner Director, Partner or Trustee)

| | |
|----------------------|----------------------|
| 1 . Signature | 2. Signature |
| Name (Please Print) | Name (Please Print) |
| Address Please print | Address Please print |