

APPLICANT DETAILS

Business name of applicant: _____

ABN (if applicant is a business): _____

Trading name (if different from above) _____

Address: _____

Postal address (if different from above): _____

Telephone: _____

Fax: _____

Email: _____

Nature of business: _____

Years of operation: _____

Current monthly courier expenditure: _____

CONTACT DETAILS

Management - Contact name: _____

Telephone no: _____

Email address: _____

Accounts - Contact name: _____

Telephone no: _____

Email address: _____

Bookings - Contact name: _____

Telephone no: _____

Email address: _____

TRADE REFERENCES

Contact name 1: _____

Telephone no: _____

Contact name 2: _____

Telephone no: _____

Contact name 3: _____

Telephone no: _____

Please note that our trading terms are strictly net 14 days from date of invoice/statement unless other terms are advised as a condition of providing an account facility. We appreciate and prefer payment by EFT, details of which are provided on our invoice/statement.

Conditions of carriage are printed on the reverse of this form and are provided on our website at www.centexpress.com.au. We advise that you read these conditions carefully as completion of this form indicates acceptance of our terms.

I/we hereby apply for an account with Central Express Couriers Pty Ltd having read and agreeing to the conditions of carriage shown on the reverse of this form.

Signature of authorised applicant: _____

Date: _____

Print name: _____

Position: _____

conditions of carriage

DEFINITIONS AND INTERPRETATION

- Words in the singular shall include the plural and vice versa.
- Headings appearing in this contract are to be used as a guide only.
- In these conditions:
 - "Company" shall mean Central Express Couriers Pty Ltd ABN 23 323 227 140 and its successors, its officers, subcontractors and employees.
 - "Charges" include freight and all expenses and money obligations incurred and payable by the client.
 - "Client" means the person who contracts the Services and includes the Consignor, unless the terms specifically provide otherwise, the Consignor or any agent acting on its behalf.
 - "Consignee" means the receiver of the goods being the subject of this contract.
 - "Consignor" means the person authorised by the Client to despatch goods at his request.
 - "Contract" means all contracts entered into between the Company and the Client.
 - "Goods" means items transported pursuant to these terms.
 - "Invoice" shall mean Invoice/Statement in electronic or printed form.
 - "Services" means the transport of goods including any incidental storage thereof.
 - "Sub-contractor" means and includes (a) any state or person; (b) any vehicle supplier, contractor or other person, firm or company with whom the Company may arrange for the carriage of any goods the subject of this contract; (c) any officer, employee, agent or sub-contractor of any person in (a) and (b) above.

NOT A COMMON CARRIER

- The Company is not a common carrier and will accept no liability as such. All articles are carried or transported and all storage and other services are performed by the Company subject only to these conditions. The Company reserves the right to refuse the carriage or transport of articles for any person, corporation or company and the carriage or transport of any class of articles at its absolute discretion, without providing an explanation for such refusal.

POWER OF DELEGATION

- The Company is expressly authorised by the Client to delegate its authority hereunder in any way and may, without limitation, arrange with a sub-contractor or any person, natural or otherwise, for the carriage of any goods the subject of this contract. Any such arrangement shall be deemed to be ratified by the Client upon delivery of the goods to the sub-contractor who shall thereupon be entitled to the full benefit of these terms and conditions to the same extent as the Company. Insofar as it is deemed to enter this contract for its own benefit and also as trustee for the sub-contractor.

VARIATION TO METHOD OF CARRIAGE

- If the Client or Consignor instructs the Company to use a particular method of carriage whether by road, rail, sea or air, the Company will give priority to the method designated save and except that if the method preferred cannot conveniently be adopted by the Company, the Company may carry or have the goods carried by another method.

INDEMNITY

- The Client indemnifies the Company and its subcontractors in connection with any act or omission of the Client in connection with the goods.

NO LIABILITY IN THE EVENT OF LOSS OR DAMAGE

- To the maximum extent permitted by law, no responsibility in negligence, tort, contract or otherwise will be accepted by the Company for any loss of or damage to or injury to or mis-delivery or failure to deliver or delay in the delivery of goods either in transit or in storage for any reason whatsoever. In the event the Company is found liable the limit of damages shall be either the provision of the service again, a refund of the delivery charge or payment of damages equal to an amount no greater than twice the charge made for the provision of the service.

OBTAINING A SIGNATURE AT DELIVERY POINT

- The Company may deliver the goods at the address given to the Company by the Consignor for that purpose and the Company shall be taken to have delivered the goods in accordance with this Contract if at that address he obtains from any person a receipt or acknowledging delivery docket for the goods.

AUTHORITY TO LEAVE

- Where the Consignor has given the Company authority to leave the goods in a safe place, the Company does so at the Client's risk.

PAYMENT COLLECTION AT DELIVERY

- Goods are accepted by the Company subject to the condition that the Company accepts no responsibility for the collection of cash on delivery or any other payments on behalf of the Client or any other person.

WHERE DELIVERY CANNOT BE EFFECTED, IT MAY CAUSE ADDITIONAL DELAYS AND CHARGES

- Should the Consignee of the goods not be in attendance during normal trading hours or at the time specified, or if the Company arrives to effect delivery at the Consignee's premises and is delayed in effecting prompt delivery at the said premises for any reason whatsoever outside the Company's control, then the Company reserves the right to make an additional charge for every call made and for the amount of time of any delay until delivery is effected.

RESPONSIBILITY FOR PACKAGING

- Responsibility for the packaging of goods rests with the Client except where the Client has given written instructions and then only at the Client's expense and in accordance with the laws State and Federal relating to the packaging, carriage and delivery of goods in force at the time and such conditions the Company determines are reasonable or necessary. The Client shall be responsible for the conformity of any containers, packaging or pallets with any requirements of the Consignee and any expense incurred by the Company arising from failure so to conform.

NO INSURANCE

- The Company will not insure goods for the benefit of the Client.

DISHONEST APPROPRIATION

- The Company shall not be responsible for the loss or dishonest appropriation by any of its subcontractors or employees of any payments made directly to those employees on behalf of the Client and intended for the Company. The Client shall indemnify the Company for any amount so lost or dishonestly appropriated.

PROPER CHARGES

- The Client shall be and remain responsible to the Company for all its proper charges incurred for any reason. A charge may be made by the Company in respect of any delay in loading or unloading occurring other than from the default of the Company. Labour to load or unload the vehicle shall be the responsibility and expense of the Client. The Company reserves the right to alter the service booked and charge the Client if in its view it is reasonable or necessary so to do.

PROPER ASSESSMENT OF GOODS

- The Company may charge freight by weight measurement or value and may at any time re-weigh, re-value or remeasure and charge proportionately for additional freight.

ROAD AND AIR FREIGHT CUBIC CONVERSION

- All road, sea and air consignments are charged per cubic metre or dead weight, whichever is greater.

RESPONSIBILITY FOR PALLETS AND PACKING DEVICES

- The Company accepts pallets or any other packing device or material only on the express condition that all charges pertaining to the pallets, packing device or material are to be paid by the Client and in the event of the Company signing for receipt of any pallets, packaging or other materials it does so only on behalf of the Consignor who accepts full responsibility for them and for the freight thereon. The Company accepts no responsibility for the return of pallets.

FREIGHT EARNED AT BOOKING TIME

- Charges shall apply from the time that the Client requests the Company to provide the services.
- The Company is entitled to impose a cancellation fee if the Client cancels the services.

LIEN ON GOODS

- If the Client fails to pay charges due to the Company for any service rendered by the Company on reasonable demand being made by no less than seven (7) days notice in writing to the last known address or by publication in a capital city newspaper in accordance with this contract, the Company may detain and sell all or any of the goods of that person which are in its possession and out of the proceeds of sale recover all charges due under this contract together with the costs associated with the detention and sale of the goods and shall thereafter give any surplus of the moneys arising from the sale and such of the goods as remain unsold to the person entitled. Any such sale shall not prejudice charges due or payable for such a service of the detention and sale.

FAILURE TO PAY CAUSES ALL CHARGES TO BECOME DUE AND PAYABLE IMMEDIATELY

- Should the Client fail to pay any charges by the due date, then all other charges incurred by the Client with the Company shall become immediately due and payable without deduction or demand whether or not the due date has expired in relation to those charges. The Company may cancel any discounted rates and recalculate the outstanding charges.

NO DANGEROUS OR HAZARDOUS GOODS

- The Client shall not tender for carriage any explosives, inflammable or otherwise dangerous or damaging goods without presenting a full description of those goods and in default of doing so the Client shall be liable for all loss and damage caused by the goods.
- The Client warrants that it has complied with all laws relating to the nature, packaging, labelling and cartage of the goods.

THE CONSIGNOR'S AUTHORISED AGENT

- The person delivering the goods to the Company for carriage or forwarding is authorised to sign this consignment for the Client.

PROVENANCE OF GOODS

- The Client warrants with the Company that the Client is either the owner or the authorised agent of the owner of any goods or property the subject matter of this contract of carriage and by entering into this contract the Client accepts the conditions of contract of the Consignee as well for persons on whose behalf the Consignor is acting.

COMPANY NOT LIABLE FOR LOSS, DAMAGE OR CONSEQUENTIAL LOSS

- To the maximum extent permitted by law, the Company shall not be liable for any loss of market, loss of use or consequential loss, concealed damage or damage caused by inherent vice or nature of goods or merchandise carried (including chilled, frozen, refrigerated or perishable goods) either in transit or in storage whether caused by negligence, wrongful act or default of the Company or by any other cause. In the event that the Company is found liable for loss or damage, it will be liable only to the extent of the transport charge.

A BREACH DOES NOT VOID THE CONTRACT

- All the rights, immunities and limitations of liability granted to the Company by the above terms shall continue to have the full force and effect in all circumstances and notwithstanding any breach of the contract or any other conditions hereof by the Company or any other person entitled to the benefit of such provisions.

PROVISIONS SEVERABLE

- It is hereby agreed that if any provision or part of any provision of this contract is unenforceable, such unenforceability shall not affect any other part of such provision or any other provision hereof.

AUTHORITY FOR COMPANY TO DEVIATE FROM ORIGINAL INSTRUCTIONS

- The Client shall be deemed to authorise any deviation from the usual route or manner of carriage of goods which may in the absolute discretion of the Company be deemed reasonable or necessary in the circumstances.

CLIENT AGREES TO ALLOW ACCESS TO CREDIT AGENCY INFORMATION

- The Client agrees to allow the Company to access information supplied by credit reporting agencies and elsewhere as it may request in order that the Company may determine whether to provide credit facilities to the Client and that this contract is evidence of and can be used to confirm the Client's authority.

PRIVACY POLICY

- The Client agrees to the collection, use and disclosure of information about the Client or from the Client in accordance with the Company's Privacy Statement.

CLIENT AGREES TO PAY ALL REASONABLE COSTS IN RECOVERING COSTS

- The Client agrees to pay all necessary and reasonable costs and charges incurred by the Company in recovering charges due and payable to the Company for any services rendered by the Company, its servants and agents, including the costs incurred by the Company for copies of documentation or time spent collating and delivering same, debt collection agency costs and legal costs on a solicitor and client basis.

ADMINISTRATION FEE DUE IF ACCOUNT IS OVERDUE

- The Client agrees that if the account falls overdue, it may be suspended and a weekly administration fee charged at the Commonwealth Bank overdraft rate plus 2% until brought within trading terms.
- The Company's trading terms are strictly 14 days and that all accounts are payable in \$AUD.

CLIENT ENTICING COMPANY'S SUB-CONTRACTORS

- The Client hereby undertakes on its own behalf or as agent or representative of any person, firm or company whether directly or indirectly or in any beneficial capacity not to solicit or in any way entice the sub-contractor of the Company to carry out any works on behalf of himself or any other person or entity other than by way of the Company herein whilst the sub-contractor continues to perform tasks for the Company and for a period of six (6) months thereafter.

CLIENT LIABLE TO PAY FOR INSTRUCTIONS FROM AUTHORISED AGENT

- Where the Company has agreed with the Client to carry goods on an arrangement for deferred payment by way of a credit account, or any other method of payment other than cash on delivery, such credit is extended solely to and for use of the Client personally and without limiting the generality of the foregoing, may not be utilised by any associate or employee of the Client.
- Where any carriage of goods is undertaken by the Company at the request of a person from whom the Company is authorised by the Client to accept such requests, the Client shall be liable for the costs and charges of such carriage of goods and the delivery by the Company of an invoice for same shall be conclusive proof of such liability.

CHANGING TERM OF CREDIT

- The Company may from time to time alter its standard terms of credit and such altered conditions or terms shall apply in respect of all transactions taking place after notification to the public of such altered terms of payment by placing the amended terms and conditions on the carrier's website and advising the Client on its invoice.

RATES VALID FOR 28 DAYS AND DO NOT INCLUDE GST

- The Company may at any time vary its charges or method of charging without notice to the Client and any rate schedule issued by the Company shall be valid 28 days from the date the rates are issued. Rates do not include GST. Any taxes or charges will be levied as an additional charge.

ACCEPTANCE OF QUOTATION

- By engaging the Company to supply services the Client acknowledges that these conditions are designed to give reasonable protection to the Company and its client-base against the erosion by individuals and companies in a position of trust and knowledge.

MEDIATION

- In the event of a dispute either party may ask the Law Institute of Victoria to appoint a mediator at equal cost to the parties unless adjudicated otherwise.

JURISDICTION

- Parties agree to submit to the Courts of the State of Victoria unless otherwise agreed.

AUTHORITY TO VARY CONTRACT TERMS

- The Company shall not be bound by any agreement purporting to vary these conditions unless such agreement is made in writing and signed on behalf of the Company by an authorised officer of the Company.

RISK

- From the time of despatch:
 - the goods are at the sole risk of the Client; and
 - the risk of any loss or damage to or deterioration of the goods, however caused, will be the responsibility of the Client.

CLAIMS

- The Client will procure that:
 - the goods are inspected immediately on delivery;
 - within 14 days of delivery, notify the Company of any defect or damage.
- If the Client fails to notify the Company in accordance with clause 47.2, to the maximum extent permitted by law, no further claims will be considered.

WARRANTIES

- To the fullest extent permitted by law, no warranty, condition, description or representation on the part of the Company is given or implied or has been given or is to be implied from anything said or written in the negotiations between the parties or their representatives. Any statutory or other warranty, condition, description or representation, express or implied as to the state, quality or fitness of the Goods or the Services is expressly excluded. Nothing in these terms and conditions will derogate or exclude any warranties or conditions necessarily implied by any statute or other applicable law.
- If a Contract constitutes a supply of goods or services to a consumer as defined in the Trade Practices Act 1974, as amended, or relevant or similar State or Territory legislation ("the Acts"), nothing contained in the Contract excludes, restricts or modifies any condition, warranty or other obligation in relation to the Contract and the Goods or Services which, pursuant to the Acts, or any of them, is applicable or is conferred on the Client where to do so is unlawful. The Company's sole liability for breach of any such condition, warranty or other obligation, including any consequential loss which the Client may sustain or incur, will be limited (except to the extent specifically contained in these terms and conditions) and at the Supplier's option, to the supply of the Services again or payment of the cost of having that Service supplied again.