

14 DAY CREDIT ACCOUNT APPLICATION



ATT Logistics Pty Ltd ABN 39 010 847 444 (*"the Supplier"*)
 481 Boundary Road, Richlands, QLD 4077
 P.O. Box 570 Inala, QLD 4077
 Ph: (07) 3710 4444
 Fax: (07) 3710 4455
 Email: accounts@attlogistics.com.au
 Web: www.attlogistics.com.au

1. Name of account *("the Applicant")*

2. Principal trading address

3. Postal address Postcode

4. Phone (business) Phone (after hours)

Mobile Fax

5. The above name is a: *(please circle)*

(a) company *(go to 6)* (b) partnership *(go to 71)* (c) sole trader *(go to 8)*

6. If a Company:

a. Full company name

b. ABN

c. Registered office

d. Issued capital Paid up capital

e. Ultimate holding company (if any)

f. Total number of employees

g. Date commenced trading

h. Directors

1. Full name

Home address

Phone Mobile

2. Full name

Home address

Phone Mobile

3. Full name

Home address

Phone Mobile

(now go to item 9)

7. If a Partnership:

a. Full name of partnership

b. ABN

c. Registered office

d. Date commenced trading

e. Partners

1. Full name

Home address

Phone Mobile

2. Full name

Home address

Phone Mobile

4. Full name

Home address

Phone Mobile

(now go to item 9)

8. If a Sole Trader:

a. Your full name _____

b. ABN _____

c. Date of birth _____

d. Residential address _____

Phone _____ Mobile _____

e. Date commenced trading _____

(now go to item 9)

TO BE COMPLETED BY ALL APPLICANTS

9. Principal activity of Business _____

10. Is the applicant a trustee of a trust? *(please circle)* Yes / No _____

If Yes, state name of trust _____

11. Level of credit required \$ _____

12. Business premises *(please circle)* Owned / Rented / Leased _____

If rented: Landlord name _____

Landlord address _____

13. Financial:

a. Bank name _____

b. Branch _____

c. Primary bank account number _____

14. Trade references: *(major suppliers only - 3 to be supplied)*

1. Name _____

Contact person _____

Phone _____ Fax _____

2. Name _____

Contact person _____

Phone _____ Fax _____

3. Name _____

Contact person _____

Phone _____ Fax _____

15. The Applicant acknowledges and agrees that, a condition of the 'Supplier extending credit to the Applicant is that the Applicant is obliged to make any complaint the Applicant may have as to unsatisfactory services and incorrect charges or non-delivery of the Goods within fourteen days from the delivery of the Goods of being invoiced and that if the Applicant fails to make such complaint the Applicant shall be deemed to have accepted that the Goods were delivered satisfactorily and that the Applicant agrees to maintain its account with you on a strictly 14 days basis. The Applicant also agrees to pay any expenses on a solicitor and own client basis incurred in the collection of monies which become overdue on its accounts. It is further agreed that should the Applicant's account with You exceed the 14 days trading terms the credit facilities may be suspended or withdrawn without prior notice and upon any subsequent resumption of such facilities the terms and conditions herein shall apply to such further facilities.
16. The Applicant acknowledges that it will be responsible for insuring the Goods whilst they are in your possession.
17. The Applicant agrees to be bound by the Supplier's Terms and Conditions contained herein as varied from time to time upon modification by the Supplier in writing. In the event of there being any conflict between the said Terms and Conditions of trade and the terms and conditions of the Application, the latter shall prevail.
18. Where the Applicant is a trustee of a trust the Applicant hereby assigns to the Supplier all rights of indemnity which it now or subsequently may have against the trust and the trust fund. Both the Applicant, and the undersigned, warrant that the Applicant has full and complete power and authority to make this Application, that all services ordered from the Supplier are for the purposes of the trust, that the Supplier is entitled to have resort to trust assets to satisfy any debts owing to it, that the provisions of the trust do not purport to exclude or take away the right of Indemnity of the Applicant against the trust or the trust fund, that the Applicant will not release that right of Indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of Indemnity, that the Applicant will not without the consent in writing of the Supplier cause or permit or suffer (a) the removal replacement or retirement of the Applicant as sole trustee of the trust (b) any alteration to or variation of the terms of the trust (c) any advancement or distribution of capital of the trust and (d) any re-settlement of the trust property. Notwithstanding the provisions of this clause the Applicant acknowledges that it will be personally liable for the performance of the terms and conditions in this Application.
19. The Applicant acknowledges that the Supplier may request from a credit reporting agency, or any financial institutions or credit providers whose names have been given above, or whose names are included in a credit report about the Applicant's credit, information about the Applicant's personal or commercial finances and such institutions are hereby permitted to provide such information to the Supplier.

20. The Applicant acknowledges that the Supplier may withdraw these credit facilities at any time without notice.
21. The signatory hereunder hereby declares that he/she has the Applicant's full authority to make this Application on its behalf and in the event of he/she not having such authority to indemnify and keep indemnified the Supplier from and against all damages, costs, losses and expenses which the Supplier may suffer or incur as a result thereof.
22. The provisions of each clause of this document and the rights thereby conferred upon the Supplier are distinct and severable from the provisions of each other clause and any invalidity of any clause hereof (whether as between the Supplier and the Applicant or the Supplier and any other person) shall not affect the operation according to its terms of each other clause.
23. In this application words importing the singular shall include the plural and vice versa and words importing any gender shall include every gender.

DATED this _____ day of _____ (year)

SIGNATURE OF SOLE TRADER/PARTNER(S)/AUTHORISED OFFICER

(In the case of a partnership, all partners must sign above)

Name(s) *(in capital letters)*

Position(s) held

Despatch contact: Phone

Accounts payable contact: Name

Phone

Fax

Job reference numbers

Any special instructions

Please send my invoice via: *(please circle)* Email / Post

Email address (Accounts)

Email address (Despatch)

OFFICE USE ONLY	Comments:
Rep:	
Rate:	
Review:	

Terms and Conditions

1. DEFINITIONS

In these Terms and Conditions:

"*The Carrier*" means ATT Logistics Pty Ltd ABN 39 010 847 444 carrying on business in its own name and under any business name and its servants, agents and subcontractors.

"*Carriage*" means the whole of the operations and services undertaken by the carrier or any person on behalf of the carrier in respect of the goods, including but without limiting the generality of the foregoing storage of the goods.

"*This Contract*" means the contract which is formed by the consigner agreeing with the carrier for the carriage of the goods subject to these Terms and Conditions.

"*The Consigner*" means the person who enters into this contract with the Carrier for the Carriage of the Goods.

"*Dangerous Goods*" means goods which are or may become dangerous, inflammable or damaging, or which are or may become liable to damage any property whatsoever.

"*The Goods*" means the property from time to time accepted by the Carrier from the Consigner for Carriage and includes any container or packaging supplied by or on our behalf on the Consigner.

"*Person*" includes a corporation, company, partnership or any other entity.

"*Subcontractor*" includes any person who pursuant to a Contract or arrangement with any other person (whether or not the carrier) performs or agrees to perform the Carriage or any part thereof.

2. NEGATION OF LIABILITY AS A COMMON CARRIER

The Consigner acknowledges that the Carrier is not a common carrier and will not accept liability as such. All Goods are carried and the Carriage thereof is performed by the Carrier subject only to these Terms and Conditions and the Carrier reserves the right to refuse carriage of goods for any Person and the Carriage of any class of goods at its sole discretion.

3. GOVERNING LAW

3.1 This Contract is governed by and is to be construed in accordance with the laws of the State of Queensland and the Commonwealth of Australia.

3.2 The Consigner and the Carrier agree to submit all disputes arising between them to the Brisbane registry or any such court as is competent to hear the matter.

4. CONSIGNER'S WARRANTIES

4.1 The Consigner warrants that:

- (a) The Goods are fit for Carriage and have been suitably packaged for those purposes.
- (b) The Consigner is the owner of the Goods or has the authority of all persons owning or having any interest in the Goods to enter into this contract on their behalf.
- (c) The Person delivering the Goods to the Carrier for Carriage is authorised to sign this document for the Consigner and by such signature of any other person allegedly acting for or on behalf of the Consigner the Consigner accepts these terms and conditions.

4.2 Without prejudice to the generality of the foregoing, the Consigner undertakes to indemnify the Carrier in Respect of any liability whatsoever, including all costs and expenses incurred by the Carrier. In respect of the Goods any person (other than the Consigner) who claims to have, who has, or who may hereafter have any interest in the Goods or any part thereof.

5. RIGHT TO SUBCONTRACT

The Carrier at its sole discretion may subcontract on any terms the whole or any part of the carriage.

6. EXTENSION OF EXEMPTIONS TO SUBCONTRACTORS

6.1 The Consigner agrees that no claim or allegation shall be made against any servant agent or subcontractor of the Carrier which imposes or attempts to impose upon such persons any liability whatsoever arising out of or any way connected with the Goods and/or the Carriage thereof or not arising out of negligence or wilful act or omission on the part or any of them and it such claim or allegation should nevertheless be made to indemnify the Carrier against all consequences thereof including all costs and expenses incurred by the Carrier.

6.2 Every exemption, limitation, condition and liberty herein contained and every right exemption from liability, Defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect:

- (a) All subcontractors
- (b) Every servant or agent of the Carrier or of a Subcontractor
- (c) Every other person (other than the Carrier) by whom the carriage or any part thereof is undertaken
- (d) All persons who are or might be vicariously liable for the acts or omissions of any Persons falling within (a), (b) or (c) thereof.

And for the purpose of this clause the Carrier 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 all such persons and each of them shall to this extent be or deemed to be parties to this Contract.

7. ROUTE AND DEVIATION

7.1 The Consigner authorises any deviation from the usual route or manner of carriage of the goods which may in the absolute discretion of the Carrier be considered desirable or necessary in the circumstances.

7.2 If the Consigner expressly or impliedly instructs the Carrier to use, or it is expressly or impliedly agreed that the Carrier will use a particular method of handling or storing the Goods or a particular method of carriage, the Carrier will give priority to that method but if it cannot conveniently be adopted by the Carrier the Consigner hereby authorises the Carrier to handle or store or to carry or to have the Goods carried by another method or methods.

8. DELIVERY

8.1 The Carrier is authorised to deliver the Goods at the address nominated to the carrier by the Consigner for that purpose and without prejudice to the foregoing it is expressly agreed that the Carrier shall be conclusively presumed to have delivered the Goods in accordance with this contract if it obtains from any person at that address a receipt of signed delivery docket for the Goods. Without being required to ascertain the capacity or authority of any such person to accept delivery of the Goods.

8.2 If the nominated place of delivery should be unattended or if delivery cannot otherwise be affected by the Carrier or the Consigner otherwise fails to take delivery of the Goods and if the Goods are stored the Carrier the Consigner shall pay or indemnify, as the case may be, the Carrier for all costs and expenses incurred in or about such storage.

9. LIABILITY OF CARRIER

- 9.1 The consigner acknowledges and agrees that neither the Carrier nor any servant or agent or Subcontractor of the Carrier nor any other person who carries the Goods at any time pursuant to this contract shall in any circumstances (except where any statute otherwise requires) be under any liability whatsoever (whether in contract, tort or otherwise) for any personal injury or loss or damage to or misdelivery, delay in delivery, non delivery or consequential damage or injury is caused or alleged to have been caused by the negligence or wilful act or default of the Carrier or it's servants or agents, its Subcontractors, or by any cause whatsoever.
- 9.2 The Carrier shall be entitled to the benefit of the exclusion of liability provided for herein even if it proved that the loss or damage resulted from an act or omission done with the intent to cause damage, or recklessly and with the knowledge that damage could possibly result.
- 9.3 Nothing whatsoever done or omitted to be done or other conduct by the Carrier in breach of this Contract or otherwise shall under any circumstances constitute a fundamental breach of this contract, or a repudiation of the Contract such as to have the effect of disentitling the Carrier from obtaining the benefit of and enforcing all rights, defences, exceptions, immunities, limitations of liability and the like protection shall continue to have full force and effect, in any event whatsoever.
10. **GENERAL LIEN**
Without prejudice to the Carrier's rights under the Storage Liens Act 1973 or any re-enactment or amendment thereof, the Consigner acknowledges that the Goods are accepted by the Carrier subject to a general lien for all charges now due or which may hereafter become due to the Carrier from the Consigner on any account whatsoever, whether in respect of the Goods comprised herein, or in respect of any other goods for which the carrier provides or has provided services of Carriage.
11. **CARRIER'S CHARGES**
11.1 The Carrier's charges shall be deemed fully earned on receipt of the Goods by the Carrier and are non refundable, in an event
11.2 Any special instruction given by the Consigner to the effect that charges shall be paid by the Consignee shall be deemed to include a stipulation that if the Consignee does not pay the said charges within seven days of the date of delivery or attempted delivery of the Goods the Consigner will pay the said charges.
11.3 In the event of the quantity of the Goods accepted by the Carrier hereunder exceeding the quantity for which the Carrier's quotation relates, the Consigner agrees to pay all additional charges levied by the Carrier for such "Extras".
11.4 The Carrier reserves the right to charge interest upon the total amount payable hereunder and remaining unpaid at the rate of 17.5% per annum from the due date of payment up to the actual date of payment
11.5 The Carrier further reserves the right to charge an administration fee at the rate of \$3 per day from the due date of payment up to the actual date of payment.
11.6 The Consigner agrees to pay to the Carrier any Goods and Services Tax or similar tax or levy (GST) payable on levied directly on or relating to payments made by the consigner to the Carrier in respect of services provided under this Contract and acknowledges that all prices quoted by the carrier are exclusive of GST, Terms used in this clause which are used in a New Tax System (Goods and Services Tax Act 1999) and supporting and associated legislation have the same meaning as in that legislation.
12. **DANGEROUS GOODS**
12.1 If the Carrier agrees to accept Dangerous Goods for carriage, the Consigner must provide a full written declaration disclosing the nature of such goods.
12.2 The Consigner must indemnify that the Carrier against all loss (including consequential loss) damage or injury howsoever caused, including all costs and expenses incurred by the Carrier, arising out of the carriage of any Dangerous Goods whether declared as such or not and whether or not the Consigner was aware of the nature of the goods.
12.3 If in the sole opinion of the Carrier the Goods are or are liable to become of a dangerous and/or flammable and/or damaging nature, the Goods may be destroyed, disposed of, abandoned or rendered harmless without the Carrier becoming liable to pay compensation to the Consigner and without prejudice to the Carriers right to charge for the Carriage of the Goods.
12.4 The Consigner warrants that it has complied with all laws and regulations relating to the nature, packaging, labelling or cartage of any Dangerous Goods and that the said Goods are packed in a manner adequate to withstanding the ordinary risks of cartage having regard to their nature and agrees to indemnify the Carrier for any liability whatsoever, including all costs and expenses incurred by the Carrier, as a result of or arising out of the Consigner's failure to comply with each of these warranties.
13. **NOTIFICATION OF CLAIM**
Notwithstanding any other provisions hereof (other than clause 16), the Carrier shall in any event be discharged from all liability whatsoever in respect of the Goods unless notice of a claim or an intended claim (together with full particulars of the circumstance upon which the claim is bases) is given to the carrier within fourteen days from the delivery of the Goods or from the date on which in the ordinary course of business, delivery would have been effected.
14. **INSURANCE**
The Consigner shall be responsible for insuring the Goods at its own cost in, respect of Carriage of the Goods by the Carrier pursuant to this contract.
15. **PROVISIONS SEVERABLE**
The parties acknowledge and agree that if any provision of this contract is unenforceable, illegal or void then it will be severed here from and the remainder of this contract will remain in force.
16. **TRADE PRACTICES ACT**
Notwithstanding anything herein contained the Carrier shall continue to be subject to any implied warranty provided by the Trade Practices Act 1974 (Cth) (as amended) if and to the extent that the said Act is applicable to this contract and prevents the exclusion, restriction or modification of any such warranty.
17. **ENTIRE AGREEMENT**
The contract consists of the entire agreement and understanding between the carrier and the Consigner on everything connected with the subject matter of this contract and the Consigner acknowledges that it has entered into this Contract without relying upon any representation by any other party or person purporting to represent that Party or upon any representation not confirmed in writing by the carrier.
18. **INTERPRETATION**
18.1 Headings are inserted for ease of reference only and shall be disregarded in the interpretation of this contract.
18.2 Words importing the singular include the plural and vice versa and words importing a gender included other genders.
18.3 Where the Consigner comprises two or more persons and agreement or obligation to be performed or observed by the consigner binds those persons jointly and severally.

19. **SATURDAY/PUBLIC HOLIDAY DELIVERIES**
A minimum charge of 3 (three) hours will apply to all deliveries on Saturdays and after normal working hours. A 4 (four) hour minimum charge will apply for Sunday/public holiday deliveries.
20. **TRADING TERMS**
Net 14 (fourteen) days from invoice date. All claims and credit requests must be submitted within 30 (thirty) days from the Invoice date.
21. **ACCOUNT FEES**
A fee of \$2.50 + GST will be added to the fortnightly Invoice.
22. **PROOF OF DELIVERY**
The following rates apply:
0 - 3 months No charge
3 - 6 months \$5.00 per request
6 - 12 months \$10.00 per request
12 - 18 months \$20.00 per request
18 + months \$25.00 per request
23. **CUBIC ALLOWANCE**
A cubic allowance of 333kgs/m³ will apply to freight based on weight or measurement whichever is the greater.
- (a) The Consignor hereby undertakes on its own behalf or as agent or representative of any person, firm or company whether directly or indirectly or any beneficial capacity not to solicit or in any way entice the contractor of the Carrier to carry out any works on behalf of himself or any other person or entity other than by way of the Carrier herein.
 - (b) The Carrier and the Consignor agree that if the Consignor on its own behalf or as agent or representative of any person, firm or company directly or indirectly engages the contractor of the Carrier to carry out any works on behalf or any other person or entity independently of the Carrier the consignor will pay \$10,000.00 to the Carrier.
 - (c) The sender agrees that they will not engage a subcontractor of the Contractor to work directly for themselves for a period of 12 months following the subcontractor severing ties with the contractor. Should this occur the sender agrees to pay the Contractor \$10,000.00.