



Railroad Transport Pty Ltd
ABN 43 087 636 753

500 Churchill Road, Kilburn SA 5084
PO Box 88, Kilburn North SA 5084

Telephone (08) 8168 1300
Facsimile (08) 8168 1399

CREDIT APPLICATION AND AGREEMENT

Customer Details:

Sole Trader Partnership Private Company Trading Trust

Applicant Name: _____

Trading Name: _____

Business Address: _____

Postal Address: _____

Business Phone No: _____ **Fax No** _____

Email Address: _____ **Mobile No:** _____

Company Name: _____

ACN No: _____ **ABN No:** _____

Registered Office _____

Is the Applicant a Trustee for any Trust? Yes/No Full Name of Trust _____

Name/s and address/es of sole trader, partner or director.

▪ Full Name: _____ Date of Birth: ____ / ____ / ____ Phone No: _____

Residential Address: _____

▪ Full Name: _____ Date of Birth: ____ / ____ / ____ Phone No: _____

Residential Address: _____

▪ Full Name: _____ Date of Birth: ____ / ____ / ____ Phone No: _____

Residential Address: _____

If more than 3 directors or partners, please provide details on a separate page.

Nature of Business: _____ **How Long Established:** _____ years

Name of Bank: _____ **Branch:** _____

Are Business Premises: Owned Leased

Trade References: (must be of similar value to level of credit applied for in the Application)

Name: _____ Ph: _____ Fax: _____

Name: _____ Ph: _____ Fax: _____

Name: _____ Ph: _____ Fax: _____

Name: _____ Ph: _____ Fax: _____

Credit Limit Required: \$ _____

Invoicing Requirements: Please note: If no selection is made from the above options, the account will be set up to our default setting of 1 invoice per period (7 days).

Invoice Per Period (7 Day Period)

Invoice Per Consignment

Invoice Per Reference (PO #, Container # etc)

Payment Terms: Net 14 days from date of invoice

Preferred Payment Method: EFT



RAILROAD TRANSPORT PTY LTD

TERMS & CONDITIONS OF CONTRACT

1. Railroad Transport Pty Ltd (hereinafter referred to as "the Carrier" which expression shall include its servants, agents and sub-contractors) is not a common carrier and will accept no liability as such. All goods or other services performed shall be subject only to these conditions of cartage and the Carrier reserves the right to accept or refuse the carriage of any goods at its discretion.
2. The Carrier may in its absolute discretion use its employees or engage agents or sub-contractors to perform all or part of the services on such terms as the Carrier thinks fit. By engaging the Carrier the Customer (being the party shown on the front of the consignment note liable to pay charges) agrees to the terms and conditions of any agent or sub-contractors which are used in the supply of the services. In respect of any of these terms and conditions which excludes or limits the liability of the Carrier, the Carrier in addition to acting for itself is acting as agent and trustee for each of its employee, agents and sub-contractors who will be deemed to be a party to this agreement so they may have the same protection as the Carrier.
3. Unless otherwise expressly agreed in writing, no responsibility will be accepted by the Carrier for any loss of or damage to or mis-delivery or non-delivery of goods, parcels, packages, freight cases or containers or the contents thereof either in transit or in storage for any reason whatsoever.
4. The Customer will be and shall remain responsible to the Carrier for all its proper charges without prejudice to the Carrier's rights against the Consignee or any other person provided that, if it is stated on the consignment note that charges are payable by a particular party or the goods are consigned "COD" or "Freight Collect", the Customer will be required to pay such charges if the nominated party refuses to pay, or does not pay within our trading terms.
5. The price stated on our invoices is the price intended by the Carrier to be paid in respect of the carriage of the goods contracted for. A written quotation on our official letterhead will be the only means by which any agreement to the contrary will be recognized.
6. Freight will be considered earned whether the goods are delivered to the Consignee or not, irrespective of time taken or whether damaged or otherwise.
7. No claims will be considered if the freight charges have not been paid or if on account, such account is not paid up on a current basis. Notice of claims must be lodged, in writing, within 7 days of the receipt or non-receipt of the goods. Notwithstanding anything therein contained, the Carrier will continue to be subject to any statutory consumer guarantee provided by the Competition and Consumer Act 2010 and the Australian Consumer Law which forms part of that Act if and only to the extent that the said Act is applicable to this contract and prevents the exclusion, restriction or modification of that guarantee. To the extent permitted by law, and if the Australian Consumer Law is applicable, the liability of the Carrier is limited to the supplying of the carriage services again or the payment of the cost of supply of those services.
8. The Carrier will not insure the goods it is contracted to carry and the Consignor and Consignee should make their own insurance arrangements.
9. If goods are classified as dangerous goods (being goods that are dangerous or are likely to be dangerous or to cause damage) the appropriate box should be ticked on the front of the consignment note and appropriate documentation is to be provided to the Carrier with all such goods, providing a full description of the nature of such goods. The Customer will be liable for all loss or damage caused by those goods and the goods may be destroyed or otherwise dealt with at the sole discretion of the Carrier.
10. Payment for goods and services supplied must be made as stipulated in our trading terms.
11. Subject to the law, all goods and documents relating to goods held by the Carrier will be subject to a particular and general lien for moneys due by the Customer in respect of any such goods. If moneys due are not paid within one month of written notice given to the Customer, the Carrier may sell or dispose of the goods at its sole discretion and may apply the proceeds of sale towards satisfaction of the debt. The Customer must pay reasonable costs (including debt collection commission) we incur to recover (or attempt to recover) any overdue payment.
12. The law of South Australia governs these terms and conditions and any legal action arising from them shall be brought in the courts of that State.
13. Each transaction is based on these terms and conditions. However, we may change the above terms and condition upon written notice to you and you will therefore be bound by such changed terms.
14. In the event the Carrier has any liability to the Customer, the Customer agrees that the Carrier shall not be liable for any consequential loss that may arise.



DECLARATION AND AGREEMENT BY APPLICANT

THE APPLICANT:

1. **Declares** that all information supplied in this application to be true and correct.
2. **Agrees** with the terms and conditions contained in this credit application will apply to all sales to the Applicant.
3. **Agrees** that Railroad Transport Pty Ltd may cancel all facilities granted to the Applicant without notice or without giving reason.
4. **Agrees** to inform Railroad Transport Pty Ltd immediately of any change in proprietors or directors of the Applicant.
5. **Acknowledges** that the parties agree to be bound by all applicable Australian privacy laws including the Privacy Act 1988. Railroad Transport Pty Ltd may use and disclose personal information of the Applicant or of any of the Applicant's directors, officers, principal, guarantors, employees or agents for the purpose of obtaining and/or maintaining a commercial and/or consumer credit report.
6. **Agrees** that in the event of default of payment of our debts that Railroad Transport Pty Ltd may disclose all information relating to our account to its collection agency for the purpose of receiving any or all amounts outstanding.

DATED the _____ day of _____, 20____

SIGNED for and on behalf of the Applicant _____(Signature)

_____(Name)

_____(Position)

_____(Signature)

_____(Name)

_____(Position)