



Working with TNS

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Application for Commercial Credit

COMPANY APPLICANT

Registered name of incorporated body....."the Applicant"

COMPANY TYPE Public..... Private..... (Y/N) PERIOD IN BUSINESS.....YRS.....MTHS

Trading Name/Business Name..... ABN:.....

Affiliated or parent Company.....

PARTNERSHIP/SOLE TRADER/TRUST

Partnership/Proprietor/Trustee Name..... the Applicant

PERIOD IN BUSINESS.....YRS.....MTHS

Trading Name/Business Name..... ABN:.....

Previous Trading Name (If applicable)

ALL APPLICANTS PLEASE COMPLETE

Date Business Commenced...../...../..... Australian Business Number (ABN).....

Nature of Business/Main Business.....

Postal Address.....State.....Postcode.....

Business Address.....State.....Postcode.....

Telephone Number.....Fax Number..... (Please Print Clearly)

Contacts

Booking/Authorised Officer..... Telephone Number.....

Email Address.....(Please Print Clearly)

Accounts Payable Officer..... Telephone Number.....

Email Address.....(Please Print Clearly)

WEB Address.....

Has Applicant or any associated company or person traded with our company in the past Yes / No

(If Yes) Under what Name.....

Requested Credit Limit:.....per month

All services provided by the members of TNS Logistics Pty Ltd (ACN 141 079 870) "TNS" are subject to the attached T&C's and conditions, which in certain circumstances, exclude TNS' liability and included indemnities that benefit TNS.

The person, persons or body corporate described in this Credit Application ("the customer") hereby applies to TNS to establish a thirty (30) day trading account. By signing this application the customer hereby:-

1. Acknowledges that they understand and accept to be bound by the TNS Terms and Conditions as detailed in this application;
2. certifies that all information given is correct in every detail;
3. Certifies that the undersigned is duly authorised by the customer to sign this application on the Customer's behalf and in a manner legally binding upon the customer;
4. Warrants that the trade references provided in this application relate to the provision of "commercial credit" (as that term is defined in the Privacy act 1988) to the Customer;
5. Authorises TNS to disclose information contained herein to a credit reporting agency and to obtain consumer or commercial information permitted by the Privacy Act from a credit reporting Agency and to use such information in order to assess the application for credit, and further to verify account references provided in support of this application. These authorities shall remain in force for the duration of the credit contract;
6. Understand that should the terms of trading be exceeded, any future transactions may be on a pre-paid basis and that the customer will be liable for both legal and mercantile agency costs incurred in recovery of any debt.

DETAILS OF DIRECTORS/PARTNERS/SOLE TRADER

DIRECTOR PARTNERS SOLE TRADER (Please tick)

1.Full Name:.....DOB.....

Position:.....Licence Number.....

Residential Address:.....State.....Postcode.....

Owned Buying Renting

2.Full Name:.....DOB.....

Position:.....Licence Number.....

Residential Address:.....State.....Postcode.....

Owned Buying Renting

3.Full Name:.....DOB.....

Position:.....Licence Number.....

Residential Address:.....State.....Postcode.....

Owned Buying Renting

PLEASE ENSURE ALL PARTIES ABOVE SIGN WHERE INDICATED1.

Signature.....Print Full Name.....Date.../.../...

2.Signature.....Print Full Name.....Date.../.../...

3.Signature.....Print Full Name.....Date.../.../...



TRADE REFERENCES:

- **NAME:**
CONTACT PERSON:
EMAIL ADDRESS:
PHONE NUMBER:

- **NAME:**
CONTACT PERSON:
EMAIL ADDRESS:
PHONE NUMBER:

- **NAME:**
CONTACT PERSON:
EMAIL ADDRESS:
PHONE NUMBER:

.....
.....

(TNS OFFICE USE ONLY)

Credit Reference checks

Responses

Comments

Creditor Name:
What is the customer's current credit Limit?
How Long has the customer been trading with you?
What are your trading terms?
How does the customer pay? E.g.7, 14, 30, 60 days
Is the account paid on time?

TNS LOGISTICS PTY LTD
(ACN 141 079 870) ("The Company")

TERMS AND CONDITIONS ("The Terms and Conditions")

Definitions

1. In this document the following definitions apply:

- (a) "TNS Logistics Pty Ltd" ACN 141 079 870 means it or its subsidiary/ies and related companies as defined in the Companies Code and their and each of their servants or agents, referred to in these terms and conditions as "The Company".
- (b) "Indemnity" means that "The Customer" shall indemnify "The Company" with a full and complete indemnity from and against liability in respect of all claims, demands, actions, suits proceeds costs.
- (c) "Services" means logistical transporting freight services provided by "The Company".
- (d) "The Customer" means the party completing the credit application or the party receiving an invoice pursuant to a completed Credit Application.
- (e) "The Parties" means "The Company" and "The Customer".

Credit Terms

- 2. Payment of all accounts shall be paid within thirty (30) days of the date of invoice unless prior written approval has been received by "The Customer" to the "The Company".
- 3. "The Company" may at any time without notice, terminate or suspend "The Customers" right to acquire Services from "The Company" on credit and "The Company" shall not be liable for any damages, costs, penalties or charges incurred by "The Customer" as a result of the non-supply of Services by "The Company" on credit.
- 4. All invoices shall immediately become due and payable in the event of default on payment by "The Customer" of any invoice or account, regardless of whether or not some invoices may not otherwise have become due for payment.

- 5. Any amount that remains unpaid for thirty (30) days from the date of invoice shall incur interest at the rate of 1.5% per month or part thereof. Interest will be calculated on all outstanding amounts from the date of issue of the invoice.
- 6. In the event of default on payment by "The Customer", "The Customer" will be liable for all losses, liabilities, costs and expenses (including but not limited to debt recovery and legal expenses, including commission charged by debt recovery agents and solicitors' costs) on a full indemnity basis. "The Customer" hereby charges its interest in any and all land registered in its name as security for payment of monies it owes to "The Company".
- 7. A certificate signed by a Director, Secretary, Financial Controller or Credit Manager of "The Company" shall be *prima facie* evidence of the amount of the indebtedness of "The Customer" to "The Company".
- 8. "The Customer" hereby gives "The Company" authority to make enquiries as to the credit and financial responsibilities of "The Customer" and/or the Directors and/or shareholders in order to suitably qualify "The Customer's" capacity to incur debt and repay any amounts to "The Company". These inquiries shall include but not be limited to obtaining reports from credit reporting agencies and references from current and/or past providers of credit to "The Customer".
- 9. In accordance with s.18E(8)(c) of the *Privacy Act 1988*, "The Customer" acknowledges that "The Company" has informed it that certain items of personal information about "The Customer" contained in/or relation to "The Customer's" credit application and permitted to be kept on a credit information file might be disclosed to a credit reporting agency. Furthermore, "The Customer" agrees in accordance with s.18H(3), s.18K(1)(b), x.18K(1)(c), s.18K(1)(h) and s.18N(1)(b) of the *Privacy Act 1988* that use by "The Company" of the relevant information referred to in those sections

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may occur for the purposes of assessing “The Customer’s” Credit Application. In accordance with s.18H(3), s.18K(1)(b), x.18K(1)(c), s.18K(1)(h) and s.18N(1)(b) of the *Privacy Act* 1988 that use by “The Company” of the relevant information referred to in those sections may occur for the purposes of assessing “The Customer’s” Credit Application. In accordance with s.18E(1)(b)(iv) “The Customer” agrees that “The Company” in the vent of default of these terms and conditions may list information about “The Customer’s” credit default with credit reporting agencies.

Jurisdiction

10. This Credit Application is deemed to have been entered into in the State Of Queensland. Any legal action arising out of, or in respect of the Credit Application and/or the interpretation thereof shall be brought only in the State Of Queensland. The parties further agree to issue any proceedings in the Brisbane registry of the appropriate Court have monetary jurisdiction over the matter.

Duties and Charges

11. Unless otherwise stated, all rates, charges and/or prices are quoted exclusive of GST, duty, taxes or any other statutory charge or fee payable in connection with the supply of Services to “The Customer” by “The Company”.

Delivery

12. All times or dates quoted for dispatch or delivery, following “The Company’s” acceptance of “The Customer’s” order are based on receipt by “The Company” of full and final instructions enabling “The Company” to proceed uninterrupted with the work. “The Customer” shall not be entitled to damages or compensation from “The Company” for any loss and/or damage suffered by reason of late delivery or breakdown.
13. Any costs associated with delays arising from the actions beyond the control of “The Company”, including but not limited to unpreparedness by “The Customer” and

delays at “The Customer’s” premises, which result in a missed slot allocation will incur late show fees and/or no show fees to be set by “The Company” from time to time. Such costs will be borne by “The Customer” and are not the responsibility of “The Company”.

14. Notice of empty containers requiring pick up and returning to container parks must be notified by “The Customer” to “The Company” in writing by letter or email or facsimile within forty-eight (48) hours of the required pick up time. The forty-eight (48) hour period runs from the time the letter or mail or facsimile comes to the attention of “The Company” and does not include the day of notification. Seventy-two (72) hours notification by “The Customer” to “The Company” in writing or letter or facsimile is required for empty container pick up requests during peak periods and short week.
15. Demurrage charges incurred by “The Company” for waiting time at wharves, container parks and/or delivery points remain at all times the responsibility of “The Customer”. All such demurrage charges will be charged back to “The Customer” by “The Company”.
16. Extra charges may be charged to “The Customer” by “The Company” for goods which require extra care in transport.
17. Any permits and/or licence fees and toll charges incurred by “The Company” shall be charged to “The Customer’s” account.
18. The failure of “The Company” to deliver shall not entitle either party to treat the contract as cancelled.
19. “The Company” may make and invoice partial deliveries and each partial delivery shall be a separate sale pursuant to these Terms and Conditions.

Storage and Insurance

20. Should “The Customer” fail to provide sufficient instructions enabling “The Company” to deliver the goods to “The Customer” within fourteen (14) days of

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(ACN 141 079 870) ("The Company")**

TERMS AND CONDITIONS ("The Terms and Conditions")

notification of readiness for dispatch by "The Company" to "The Customer", "The Company" may arrange for suitable storage and insurance until the goods are dispatched and charges for storage, insurance, transport and other incidental costs may be charged by "The Company" to "The Customer".

Defects

21. "The Customer" shall inspect the goods upon delivery and notify "The Company" within seven (7) days of any defects, short deliveries or any failure to fulfil any quotation or order.
22. "The Company" will within a reasonable period following delivery be given access to the goods in order to inspect for any alleged defects. Should "The Customer" fail to notify "The Company" within seven (7) days of an alleged defect, short-delivery or failure to fulfil any quotation or order, then the Services shall be deemed to be in compliance with the order and free from any defect whatsoever.
23. Visible damage to the goods must be reported to and claimed upon "The Customer's" insurance company.
24. "The Company" does not accept any responsibility for loss or breakage of goods in transit.

Dishonoured Cheques

25. "The Customer" shall be liable for, and expressly undertakes to pay, all fees (including an administration fee in an amount to be set from time to time by "The Company") for all costs incurred for any cheque being dishonoured for whatever reason.

Risk

26. The risk in the goods delivered shall pass to "The Customer" upon delivery to "The Customer" or its agent or a carrier nominated by "The customer". "The Company's" liability ceases on delivery of the goods to "The Customer" or to authorised third party carriers.

Cancellation

27. "The Company" may cancel its Services at any time before delivery by giving notice to "The Customer" by any means. "The Company" shall not be liable for any loss or damages, including any consequential loss or damages, arising from such cancellation.
28. In the event that "The Customer" cancels its Services, "The Customer" shall be liable for any loss incurred by "The Company" up to the time of the cancellation.

Limitation of Liability

29. The liability of "The Company" to "The Customer" for any reason related to the performance under this agreement shall be limited to the amount paid or payable by "The Customer" to "The Company" in respect of the particular Transport Services.

The Commonwealth Trade Practices Act 1974

30. The warranties, right and remedies of "The Customer" as outlined in the *Commonwealth Trade Practises Act 1974* are not intended to be compromised as a result of anything contained in these Terms and Conditions, except to the degree permitted by the *Commonwealth Trade Practices Act 1974*.

Ownership

31. This agreement is made in respect of the owners and/or Directors of "The Customer" as at the date of application. "The Customer" agrees to notify "The Company" in writing within seven (7) days of any change whatsoever in ownership structure and, further, indemnifies "The Company" against any loss or damage that may result from "The Customer's" failure to notify "The Company" of any such change.

Performance

32. No action shall arise from any alleged defect or failure to perform against "The Company" which "The Customer" may allege to hold.

**TNS LOGISTICS PTY LTD
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Force Majeure

33. “The Company” shall not be responsible for delays or failures if such delay arises out of causes beyond its control. Such causes of force majeure may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communication failures, and severe weather, and acts or omissions of subcontractors, agents or third parties.

TRADING NAME

.....

PRINT NAME

.....

Severability

34. The invalidity or unenforceability of any provision of these terms and conditions shall not affect the validity or enforceability of the remaining provisions. Clerical errors are not subject to correction and do not bind “The Company” Headings are for ease of reference only and do not form part, or affect the interpretation, of these Terms and Conditions.

TITLE

.....

SIGNATURE

.....

Acknowledgement

I/We the undersigned declare that all information provided to “The Company” for the purposes of assessing “The Customer’s” suitability for credit and purchase of Services is true and correct in every particular.

I/We the undersigned further acknowledge that I/We have read and understand and agree to the above Terms and Conditions.

DATE

.....

DIRECTOR/SECRETARY

.....

CORPORATE CUSTOMER NAME

.....

CORPORATE CUSTOMER ACN/ABN

.....



TNS LOGISTICS

