



ABN: 29 155 588 837

21B Sheffield Road WELSHPOOL WA

Ph: (08) 6262 1552 Fax: (08) 6270 4457

Credit Application

Company Name: _____ Telephone: _____

Trading as: _____ Fax Number: _____

Business Address: _____ E-mail: _____

_____ ABN Number: _____

_____ Date Business Established: _____

Postal Address: _____ Accounts Contact: _____

_____ Accounts e-mail: _____

Names & Address of Managing Directors/ Proprietors Trade references: NO MOBILE NUMBERS PLEASE

Name: _____ Name: _____

Address: _____ E-mail: _____

Name: _____ Name: _____

Address: _____ E-mail: _____

Name: _____ Name: _____

Address: _____ E-mail: _____

Estimated Monthly Expenditure: \$ _____

We request Superscoop Transport to maintain a **15** day trading account in our name and understand we will be invoiced on completion of each job and Statements will be issued at end of each month. In return we are prepared to pay our invoices in full at month end for invoices incurred between the 1st and 15th of that month and again on the 15th of the following month for invoices incurred between the 15th and the end of the previous month of invoicing. Credit Card Payments accepted – a 2.5% surcharge applies.

ANY CASH DISBURSEMENTS MADE ON THE CLIENT'S BEHALF ARE DUE AND PAYABLE WITHIN 24 HOURS

We have read, understand and accept the Credit Terms and the Terms and Conditions of Transport Handling and Storage attached to this Credit Application as being incorporated in a contract or agreement for supply of services between us and Superscoop Transport.

Attached is the completed Guarantee & Indemnity form and the initialised & signed copy of the Terms and Conditions of Transport Handling and Storage. These MUST be returned with this application.

Authorised by: _____ Position: _____

Signature: _____ Date: _____

SUPERSCOOP TRANSPORT

GUARANTEE & INDEMNITY

In consideration of the Carrier, and at its discretion, and at my/our request, hereafter supplying handling, storage and transportation services to _____ (“Consignor”)

(Details are specified in the attached Credit Account Application)

1 Full Name _____

Residential Address _____

Telephone # _____ DOB _____

2 Full Name _____

Residential Address _____

Telephone # _____ DOB _____

3 Full Name _____

Residential Address _____

Telephone # _____ DOB _____

(each separately and jointly “the Guarantor”) does hereby jointly and severally guarantee payment to the Carrier on the terms set out herein, of all money, which at any time and for any reason in connection with the supply of storage, handling and transportation services (the “Services”), or any other matters or thing whatsoever (whether arising under law or otherwise) the Consignor is, or may, become actually or contingently liable to pay to the Carrier (“Guaranteed Monies”).

The Guarantor acknowledges that this guarantee will be a continuing agreement to the Carrier for all Guaranteed Monies payable by the Consignor to the Carrier. The Guarantor acknowledges and agrees that this guarantee will not be affected by any variation of any contract for the supply of Services to the Consignor by the Carrier, including where such variation has the effect of increasing the Consignor’s liability to the Carrier.

The Guarantor agrees to unconditionally and irrevocably indemnify and keep indemnified the Carrier, on the terms set out herein, against all losses, expenses and costs incurred by the Carrier arising out of:

- a any breach, default or omission by the Consignor of its obligations to the Carrier
- b any breach, default or omission by a Guarantor under this guarantee
- c the Carrier’s costs (on a full indemnity basis) of recovering any Guaranteed Monies from a Guarantor under this agreement or this guarantee.

The above indemnity is a continuing obligation separate and independent from the other obligations under this guarantee.

The Guarantor agrees to pay any amounts payable by it to the Carrier under this guarantee as a principal debtor and immediately on demand by the Carrier. A notice in writing stating the amount payable and posted to the Guarantor's address as specified will be deemed sufficient proof of the amount to be paid by the Guarantor to the Carrier under this guarantee.

Interest will accrue on any amounts payable by the Guarantor under this guarantee at the rate of 2% per annum above the Carrier's bank's overdraft rate in force at the time, accruing daily and capitalised monthly, calculated on and from the day demand is given up to, but excluding the day the amount specified in the demand and including all interest accrued on that amount under this clause is paid in full.

The Guarantor acknowledges that this Guarantee binds the Guarantor's personal representatives and assigns.

The Guarantor acknowledges that this Guarantee will not be affected by any security given by any Guarantor or the Consignor or any of them or by waiver or concession or indulgence given by the Carrier to the Consignor or the failure of any person named as a party to sign this Guarantee.

The Guarantor agrees not to make any claim or threaten to make any claim on any ground whatsoever whether by proceedings or otherwise against the Carrier for the recovery of any sum paid in accordance with this Guarantee.

The Guarantor hereby acknowledges and agrees that the Carrier and any credit reporting agency or similar organisations may use the personal information supplied by the Guarantor to:

- a assess the credit worthiness of the Guarantor
- b obtain a consumer credit report about the Consignor and the Guarantor
- c create or maintain a credit information file containing information about the Guarantor
- d notify other credit providers or any credit reporting agency of any default by the Guarantor

The permission in the clause above is effective from the date of this Guarantee until the termination of the Credit Account or the notice from the Carrier that it declines to provide, or continue to provide, credit to the Consignor. The information that can be used can include, without limitation, anything about the Guarantor's credit worthiness, credit standing, credit history or credit capacity which credit providers are allowed to use or exchange under the Privacy Act.

Executed by each Guarantor as a deed

If individual Guarantors

Signed	_____	Signed	_____
Full Name	_____	Full Name	_____
Date	_____	Date	_____
In the presence of:		In the presence of:	
Witness signature	_____	Witness signature	_____
Full Name	_____	Full Name	_____
Address	_____	Address	_____
	_____		_____

If corporate Guarantors

EXECUTED by _____

In accordance with section 127(1) of the Corporations Act 2001

Signature of Director

Signature of Director/Secretary

Full Name _____

Full Name _____

Address _____

Address _____

SUPERSCOOP TRANSPORT

TERMS & CONDITIONS

OF CREDIT

The following applies to all credit accounts and services supplied by the supplier to the credit applicant.

The supplier may, at its discretion

- 1 Refuse to open an account or extend credit
- 2 Set, change or limit credit to the account
- 3 Place conditions on the account as it deems necessary
- 4 Suspend the supply of Services
- 5 Close the account.

Payment must be received within the specified trading terms.

If the applicant defaults with payment, all monies owing to the supplier will become immediately due & payable, together with all expenses, costs, disbursements (including legal costs on a full indemnity basis) incurred or to be incurred by the supplier in recovering of outstanding monies and may do any one or more of the following:

- a enforce its rights under these credit terms
- b demand in writing that all monies be paid in full within 7 (seven) days of the dated demand
- c charge default interest on all outstanding monies due at the rate of 2% above the Suppliers bank overdraft rate in force at that time. Chargeable from the date the monies became due
- d refuse to supply further services
- e agree to supply further services on condition those services are paid in advance

Payments remitted will be applied as follows:

- a as reimbursement for any costs incurred for the recovery
- b payment of interest charged
- c payment of any amounts payable under these terms, including under any indemnity

The applicant acknowledges that unless the supplier determines otherwise, no further credit will be extended to the applicant until ALL outstanding have been paid.

In applying for a credit account the applicant gives permission to the supplier to:

- a use personal information supplied to assess the credit worthiness of the applicant
- b obtain a consumer credit report on the applicant
- c notify other credit providers or agency of any default by the applicant.

The permission is effective from the date of the Application Form until the termination of the Credit Account or notice from the supplier that it declines to provide, or continue to provide, credit to the applicant.

The information which can be used can include, without limitation, anything about the applicant's credit worthiness, credit standing, credit history or credit capacity which credit providers are allowed to use or exchange under the Privacy Act.

SUPERSCOOP TRANSPORT

TERMS AND CONDITIONS

OF TRANSPORT, HANDLING and STORAGE

Superscoop Transport (hereinafter referred to as "the Carrier") which expression shall include its employees, agents and subcontractors, is not a common carrier and will accept no liability as such.

The owner of the goods or his authorised agent (hereinafter, referred to as the "Consignor")

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.

The Carrier, in the event of not carrying the goods itself, is hereby appointed the agent of the Consignor, and as such may arrange with any other person or company to undertake the carriage of the goods hereby contracted for and such person or company, its servants, agents and employees shall be entitled to the same benefit of the conditions set out herein, to the same extent, as the Carrier.

The Carrier accepts no responsibility for any loss or damage to, or mis-delivery or non-delivery or failure to deliver or delay in the delivery of goods either in transit or in storage for any reason whatsoever.

Insurance of goods will not be affected for the benefit of the Consignor or Consignee.

The Consignor expressly warrants that the Consignor is either the owner or is the duly authorised agent of the owner of the goods and by entering into this agreement the Consignor accepts on behalf of the owner of the goods these conditions of cartage.

The Carrier expressly is not a Common Carrier and shall not be liable to any person in respect of any loss or damage whatsoever to any goods including any consequential loss or loss or damage occasioned by the mis-delivery or non-delivery of such goods or loss or damage to such goods while the same are in the custody or under the control of the Carrier or its subcontractor. The loss or damage referred to shall mean and include without limiting the foregoing loss or damage caused by the negligence or wilful act of default of the Carrier, its subcontractor or others whether or not such loss or damage is foreseeable or contemplated by the Carrier.

The Carrier shall be at liberty to refuse the carriage of any goods at any time as it in its absolute discretion sees fit.

Insurance for the goods will not be affected by the Carrier. The Consignor/Owner must take out its own insurance cover. The description and particulars of the goods are set out on the order provided by the Consignor and the Consignor warrants to the Carrier that the same are true and correct. The Consignor shall indemnify and save and keep harmless the Carrier in respect of any damage, loss, fine or penalty suffered or incurred by the Carrier in the event that any such particulars are not correct.

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The Consignor warrants to the Carrier the adequacy and suitability for the purposes of carriage any packaging, wrapping, container, transportable tank, pallet, parcel, carton or case which has been supplied for or on behalf of the Consignor and will indemnify the Carrier against any loss arising out of the lack of adequacy or suitability of such packaging, wrapping, container, transportable tank, pallet, parcel, carton or case.

All representation and warranties are hereby excluded except as are included in these conditions of transport and these conditions of transport shall constitute the whole of the contract between the Carrier and the Consignor.

The Consignor hereby authorises the Carrier to enter into at its absolute discretion any contract with any other person for the transport of the goods. Any such contract shall be deemed to be agreed to by the Consignor upon delivery of the said goods to such subcontractor who shall thereupon be entitled to the full benefit of these terms and conditions to the same extent as the Carrier.

It is acknowledged that in the event of any provision of these conditions being unenforceable for any reason whatsoever then the same shall be severed from the remainder of the conditions and shall not affect the enforceability of the remainder of the conditions.

The Consignor warrants that except as shown in any accompanying consignor's certificate the consignment does not contain any explosive, volatile spirits or other cargo of dangerous inflammable or offensive nature, or cargo, the carriage of which by carrier, would be illegal or prohibited by a law or regulation of any State, Territory or the Commonwealth, due to its nature, packaging or labelling. The Consignor hereby indemnifies the Carrier in respect of the Carrier's liability for death, bodily injury, loss and/or damage wholly or partially as the result of/or arising out of the consignor's failure to comply with this warranty.

In addition to transport charges the Carrier reserves the right to charge for:

- a any re-delivery fee for futile trips (eg where no-one is at premises to accept goods)
- b any futile pick up (eg where container/goods not ready within the time frame)
- c any additional expenses incurred as a result of an innacurate declaration of weight, size, description
- d any additional expenses incurred as a result of innacurate delivery instructions supplied
- e storage charges/expenses in relation to holding of container/goods

The price stated on our invoice is the price intended by the Carrier to be paid in respect of the carriage of the goods contracted for.

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Trading Terms

Trading Terms are – payment within Trading Terms as per Credit Application. Further, if for any reason your service requirements vary, we reserve the right to negotiate the rates or to withdraw from the agreement. Superscoop Transport may charge LCL freight by hourly hire, weight or measurement and may at any time re-weigh or re-measure and charge proportional additional freight accordingly.

All prices presented in our rate schedule and quotes regarding services provided by Superscoop Transport are exclusive of GST. The GST component shall be shown separately upon each invoice.

Special Arrangements

Weekend or public holidays, pick-ups / deliveries will be charged @ plus 30% of the box rate.

Pallet Control

Upon delivery of consignments where Superscoop Transport have provided pallets, clients are to exchange these at the point of delivery. Unless other arrangements have been made in writing with management, the transportation to retrieve pallets from client premises shall be charged at \$128.00 per hour on a depot-to-depot basis. The non-return of pallets at time of delivery will immediately incur a cost of \$1.00 per pallet per day or part thereof. The replacement cost is \$35.00 per pallet.

Insurance

It must be stressed that Superscoop Transport is "Not a Common Carrier" and although insurance covers legal liability we will not accept liability for loss or damage howsoever caused to goods whilst in our control. Clients must ensure that appropriate insurance cover is taken up.

Indemnity

The Applicant fully indemnifies and releases the Supplier, its director and employees (Indemnified Parties) from all liability and claims (including all legal costs), whether caused by negligence by the Indemnified Parties or otherwise in relation to:

- A The provision of services
- B A breach by the Applicant of any of its obligations under this agreement
- C The Supplier exercising its right of entry
- D Any unplanned storage and re-delivery of container or goods
- E Cancellation of orders
- F Any issue arising from dangerous or hazardous goods or consignments

and acknowledges that the Applicant will be liable for all claims to the maximum extent allowable by law regardless of the existence of an insurance policy which may cover all or partial liability. The Applicant will pay on demand all costs indemnified under this indemnity.

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Claim for damage

Where, by express written agreement, the Supplier is responsible for a claim, no claim will be allowed unless the claim is lodged in writing and substantiated within 72 hours.

Failure to lodge a claim within 72 hours is evidence of satisfactory performance.

Force Majeure

If by reasons out of its control (wharf delays, quarantine restriction, labour dispute or shortage, strike, lockout, rail derailment, road or rail closure, accident, serious inclement weather, fire, natural disaster, etc) the Supplier is delayed or prevented from completing a delivery of goods or services the Supplier's obligations will be suspended and will be under no liability whatsoever to the Applicant and is entitled at its own option to either cancel or extend the timeframe for completion of the job.

Trustee Purchase

Where the Applicant enters into the agreement as the trustee of a trust, it is acknowledged that the Applicant will be liable both as trustee of the trust and in the Applicant's own right and that in addition, the assets of the trust will be available in payment of the Applicant's liabilities under this Agreement.

Termination

This agreement may be terminated by the Supplier at any time by giving the Applicant 7 days' notice, in writing. This agreement may be terminated immediately by written notice to the Applicant if the Applicant:

- A has defaulted under the Trading Terms and does not satisfy the default within 14 days of the written notice.
- B goes into liquidation or provisional liquidation, a controller/administrator is appointed, fails to comply with a statutory demand, becomes insolvent or is otherwise unable to pay its debt.

On termination of this agreement the Applicant must pay all monies outstanding immediately.

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CONTAINER DEMURRAGE

Containers incur demurrage costs from the relevant shipping company once free days have expired after container is discharged from the vessel. **Normally** between 7 to 10 days from discharge. As these times can vary greatly, please contact your shipping agent or shipping line regarding free time allowance and conditions once discharged from vessel and the possible immense costs which may be incurred.

IT IS THE BROKER/CLIENT'S RESPONSIBILITY TO NOTIFY IN WRITING,

BY EMAIL (ops@superscoop.net.au) WHEN CONTAINERS ARE READY FOR DE- HIRE FROM CLIENT'S PREMISES.

BROKERS/CLIENTS MUST NOTIFY AT LEAST 2 WORKING DAYS BEFORE THE LAST FREE DAY IN ORDER TO AVOID INCURRING DEMURRAGE CHARGES.

BENEFITS OF THE ABOVE PROCEDURES ARE DEMONSTRATED AS FOLLOWS:

- Valuable time involved in making a phone call is saved
- Disputes over notification dates and delivery procedure are a thing of the past
- It allows us to coordinate our resources to more efficiently plan pick-up and delivery

STORAGE

Storage is incurred at the wharf and LCL depot once 3 days has expired, including first day of availability. Storage charges due to the late documentation or any delay out of Superscoop Transport's direct control are at client's expense. Documentation must be received by Superscoop Transport at least 48 hours prior to the arrival of the vessel.

Container storage is charged when containers are not removed from the applicable vessel berth in the prescribed allotted days. DP World and Patrick Stevedores allow 3 working days to pick up containers. Container storage charges are incurred for all days including weekends and public holidays.

Container demurrage and storage can be a considerable expense if not managed.

Acceptance of Proposal

Please sign "Acceptance of Terms and Conditions of Transport, Handling and Storage" document, where indicated, and return to Superscoop Transport. A Credit Application, including a Guarantee & Indemnity, will also need to be completed and approved prior to commencement of trading on account.

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ACCEPTANCE OF TERMS & CONDITIONS OF Transport, Handling and Storage

I, (Name)

In my capacity of (Position)

Of (Company Name)

Have read, understand and acknowledge that Superscoop Transport is not a Common Carrier and accept its terms and conditions of transport, handling and storage as presented.

Superscoop Transport - ACCOUNTS USE ONLY

Approved by:

DATE:/...../.....
