

Application for Credit



Company Name: _____

Trading Name (if applicable): _____ **Years of Trading:** _____

Postal Address: _____ **Fax: ()** _____

Phone: () _____

Delivery Address: _____

Contact Persons: _____

Administration: _____ Ext: _____

Operations: _____ Ext: _____

Type of Business: _____

Bank: _____ **Branch:** _____

Trade References (excluding power/telephone companies):

Name: _____ Postal Address: _____ Phone: () _____

Name: _____ Postal Address: _____ Phone: () _____

Name: _____ Postal Address: _____ Phone: () _____

Monthly sales expectation (inclusive of GST) \$ _____.

I / We agree to abide by the Conditions of Carriage shown on the reverse of this form and acknowledge by signing this application that I / we have read, understood and agree with such terms and have been given a copy of this application.

SPECIAL CONDITIONS:

I / We authorise any person or company to provide you with such information as you may require in response to your credit enquiries. I / We further authorise you to furnish to any third party details of this application and any subsequent dealings that I / we may have with you as a result of this application being actioned by you.

PAYMENT: *Charge Accounts are payable by the 20th of the month following date of invoice unless otherwise agreed.*

Third Party Costs

The customer agrees to pay or reimburse all costs and/or expenses incurred instructing a solicitor and/or debt collection agency to recover any amount overdue for payment.

Customer's Signature: _____ Name: *(Please print)* _____

Customer's Designation: _____ Date: _____

Retko Haulage Ltd Representative: _____ Sales Code: _____

CREDIT CHECK COMMENTS		
1.		
2.		
3.		
Checks conducted by: <i>(Please print name)</i>	Signed:	Date:
Customer file opened by: <i>(Please print name)</i>	Signed:	Date:
Account Number:	Run No.	

RETKO HAULAGE LTD CONDITIONS OF CARRIAGE

1. LIABILITY OF CARRIER

- (a) the contract shall be at "limited carrier's risk", pursuant to the Carriage of Goods Act 1979 ["the Act"], unless:
- the Contracting Party or his agent has signed on the face hereof or on any other document relating to the carriage of goods a statement that the carriage is at "owners risk", or
 - the contract is on declared terms as defined by the Act
- (b) i) in the case of a contract at "limited carriers risk" the carrier will only be liable in accordance with the provisions contained in section 15(1) of the Act
- in the case of contract on "declared terms" the carrier will only be liable in accordance with the terms of that contract.
 - in the case of a contract at "owners risk" the carrier will not be liable if the goods are lost or damaged unless the carrier intentionally loses or damages the goods.
2. **THE** Forwarder reserves the right to refuse carriage for any person or for any class of goods.
3. **ALL** terms used in this contract shall have the meanings as set out in the Act and where the conditions contained in this contract differ from the provisions of the Act then so far as the parties are able the contract prevails over any statutory provision and the parties are deemed to have contracted out of the provisions of the Act and the Forwarder shall not be bound by any agreement varying these conditions unless such agreement shall be in writing and signed with due authority on behalf of the Forwarder.
4. **THE** goods shall comply with the requirement of any applicable law relating to the nature, labelling and packaging and carriage of goods and the expenses and charges of the Forwarder in complying with the provisions of any such law or with any order or requirement there under or with the requirement of any harbour, dock, railway, shipping, customs, excise duty, or GST warehouse, or other authority or company or the expenses, charges, levies or fines arising out of the breach of any applicable law shall be paid by the Contracting Party.
5. **THE** goods shall be safely and properly packaged and labelled and fully described in writing in the space provided hereon including the name and the nature and the value of all goods subject to special rates of carriage or of a noxious, dangerous, hazardous or inflammable nature or capable of causing damage or injury to any other goods, or property or to any persons or animals and additional freight charges shall be paid on such goods if deemed necessary by the Forwarder. Failure to safely and properly package or label or to fully describe any goods as aforesaid shall render the Contracting Party liable for any loss or damage caused to or by such goods and acceptance of the goods for carriage without discovery of any such defect or lack shall not exclude or diminish any liability on the part of the Contracting Party.
6. **THE** Forwarder, under section 28 (1) of the Act, will not accept or deal with bullion, cash, car parts, coins, negotiable instruments, precious stones, jewellery, antiques, paintings, flowers or other valuables. If such items are delivered to be handled or dealt with by the Forwarder or any subcontractor or agent of the Forwarder, the Forwarder shall not be liable for any loss or damage whatsoever arising out of the carriage of goods i.e. owners risk.
7. **THE** Forwarder may charge freight by weight, measurement or value, and may at any time re-weight or re-value or re-measure or require the goods to be re-weighed, re-valued, or re-measured and charge proportional additional freight accordingly.
8. **FREIGHT** shall be considered earned and shall fall due for payment as soon as the goods are loaded and dispatched by the Forwarder. Should payment in full not be made to the Forwarder within seven days after the due date for payment, then:
- the Contracting Party shall pay interest on all amounts outstanding at a rate which is 5% above the rate charged over the relevant period by the Forwarder's bankers on primary level overdraft advances to the Forwarder, and
 - The Forwarder shall be entitled to sue forthwith for the recovery of all outstanding freight and interest thereon and Section 21 of the Act shall not apply, and
 - Any costs incurred by the Forwarder in connection with recovery action taken in respect of outstanding freight and other charges shall be payable by the Contracting Party on demand.
9. **THE** Contracting Party shall be liable for the cost of the freight whether or not the goods reach their final destination and if delivered in a damaged condition or otherwise. The Contracting Party shall not be entitled to off-set freight charges against any claims for loss of, or damage to, the goods or for any delays in delivery of the goods or failure to deliver the goods.
10. **IF** the Contracting Party is the consignor, then every special instruction to the effect that freight shall be paid by the consignee shall be deemed to include a stipulation that if the consignee does not pay the freight within seven days of the date are which the goods are loaded and dispatched, then the Contracting Party shall pay the same and all other charges incurred by the Forwarder.
11. **THE** Contracting Party will be and remain responsible to the Forwarder for all its proper charges incurred for any reasons. A charge may be made by the Forwarder in respect of any delay in excess of 30 minutes in loading or unloading occurring other than from the default of the Forwarder. Such permissible delay period shall commence upon the Forwarder reporting for loading or unloading. Labour to load or unload the vehicle shall be the responsibility and expense of the Contracting Party or consignee and should the consignee described hereon not be in attendance at the address given during normal trading hours when delivery is attempted an additional charge may be made at ruling rates for each call until delivery is accomplished.
12. **THE** Forwarder may carry or on-forward all goods or have them carried by any method or any person which the Forwarder deems fit and notwithstanding any instructions that the goods are to be carried or on-forwarded by another method.
13. **THE** Contracting Party authorises the Forwarder to contract either as Principal or an Agent for the carriage of goods and any such contract will be made upon the terms and subject to the conditions of any bill of lading or other forms or terms of contract for carriage, whether by sea, rail, road or air.
14. **FROM** the date on which the responsibility of the Forwarder ceases as provided by Section 9 (3) of the Act the Forwarder may hold the goods if undelivered as bailee and shall be entitled to storage fees as normal rates charged by the Forwarder AND as bailee shall not be under any liability for any loss of or damage to the goods however caused, OR in its discretion return the goods to the Contracting Party at the risk and expense of the Contracting Party. (The provisions set out above for recovery of interest and costs on outstanding freight shall apply also to storage fees which remain unpaid seven days after demand for payment has been made.)
15. **THE** Consignor expressly warrants that he is either the owner or the authorised agent of the owner of any goods or property the subject matter of this contract, that the person signing this contract has authority so to do, and by entering into this contract he accepts these conditions of contract as or for the Contracting Party as well as for all other persons on whose behalf the Contracting Party is acting.
16. **THE** goods are accepted subject to a general lien for all charges now due or which may hereafter become due to the Forwarder on any account. If the lien is not satisfied within 7 days of such payment being due the Forwarder having given notice of the lien may at its option either:
- remove such goods or part thereof and store them in such place and manner as the Forwarder shall think proper and at the risk and expense of the Contracting Party or as the case may be or;
 - open any package and sell such goods or part thereof upon such terms as it shall think fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for damage thereby caused.
17. **HAZARDOUS GOODS** The company will not, except in terms of special arrangements previously made in writing accept or deal with any noxious, dangerous or inflammable goods or any goods likely to cause damage or which it is unlawful to carry. If the Customer delivers such goods to or causes such goods to be handled or dealt with by the Company or any subcontractor or agent the Customer shall be liable for all loss or damage whatsoever caused by or to or in connection with the goods howsoever caused or arising and shall indemnify the Company, the subcontractors and the agents against all parades, claims, damages, costs and expenses whatsoever arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the Company, the subcontractors or any other person in whose custody they may be at the expense of the Customer without the Company, the subcontractors or such other person being responsible or accountable for the value thereof.
18. **CONSUMER LEGISLATION** where the provisions of the Consumer Guarantees Act 1993 applies these terms will be read subject to the application of that Act, and in the case of any conflict, the provisions of that Act will apply. Where the Contracting Party is a business ("business" as defined by the Consumers Guarantee Act 1993), it agrees that it is acquiring all services from the Forwarder for the purposes of a business and that the Consumer Guarantees Act 1993 does not apply
19. **PRIVACY** The Forwarder is authorised to obtain credit information about the Contracting Party, its principals and directors (if any) from credit referees and credit reference agencies and is also authorised to disclose credit information (including payment defaults) to credit reference agencies and other persons seeking credit references. The credit information is collected to assist the Forwarder to ascertain the Contracting Party's credit status. Failure to provide the requested information may result in credit being refused. Under the Privacy Act 1993 individuals have a right of access to and correction of personal information. This authority is given by the Contracting Party and all the principals and directors of the contracting party (if any).

PERSONAL GUARANTEE

I hereby indemnify the payment of all monies owing to RETKO HAULAGE LTD. No limit of time will release me from this commitment.

Full Name of Guarantor: _____

Registered Address: _____

Company: _____

Position: _____ Date of Birth: _____

Dated at: _____ this _____ day of _____ year _____

Signed by the (Guarantor): _____

Witnessed in the presence of:

Full Name: _____ Signature: _____

Address: _____ Occupation: _____