



PO Box 2300, ROCKINGHAM DC, 6967

COMMERCIAL CREDIT ACCOUNT APPLICATION FORM

Company Name:		ABN:
Registered Trading Name:		
Type of Business:	Estimated Credit required per Month:	
Trading Address:		
Postal Address:		
Business Telephone:	Fax:	Email:
Bank:	Branch:	A/C No:
Full Names of Directors and Addresses:		
Full Names of Directors and Addresses:		
Trade References (minimum of 3 where account is held for 12 months or longer) No fuel a/c, Bank a/c's to be used for references.		
Supplier: Address:	Telephone: Fax: Email:	
Supplier: Address:	Telephone: Fax: Email:	
Supplier: Address:	Telephone: Fax: Email:	
OUR TRADING TERMS ARE STRICTLY 21 DAYS. I/WE ACCEPT THE TERMS AND CONDITIONS ENDORSED IN THIS APPLICATION		
I/we declare that the details provided on this application are true and correct and I/We hereby authorise Tri-State Transport in its absolute discretion to confirm and obtain further information as to the business and credit standing of the Applicant with any source whatsoever. I/we warrant that I/we am/are properly authorised to give this authority on behalf of the Applicant. This is in accordance with section 18k(1)(b) of the Privacy Act. If this application is accepted by Tri-State Transport the Applicant agrees its use of this account will constitute the Applicants agreement to be bound by the Conditions of Use herein.		
_____ Owner/Director		_____ Full Name
SIGNATURE		
_____ Owner/Director		_____ Full Name
SIGNATURE		

WA
8 Mordaunt Cct, Canning Vale 6155
08-9455 5381
admin@tristatetransport.com.au

VIC
Lot 2, 75 Technology Dve, Sunshine 3020
03- 9314 5109
vic@tristatetransport.com.au

NSW
87 Glenwood Drive, Thornton, 2322
02-4966 8157
nsw@tristatetransport.com.au



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**CREDIT TERMS AND CONDITIONS
TRADING GUARANTEE**

I _____ of _____ and

I _____ of _____

personally guarantee jointly and severally to pay any monies owing by

_____ (Customer) on account with _____

together with any related or subsidiary companies ('contractor') should those monies be or become more than 30 days overdue. This document is a continuing guarantee for all monies that the Customer now owes or may in future owe to the Contractor for any reason or on any account.

Executed as a deed on this _____ day of _____ 20__.

SIGNATURE OF GUARANTOR (DIRECTOR/OWNER)

SIGNATURE OF GUARANTOR DIRECTOR/OWNER)

Full Name

Full Name

WITNESS _____ DATE _____

WITNESS _____ DATE _____



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1.

i) Invoicing

Tri-State Transport will issue invoices for all Transport or other services provided to the Customer. The invoice will specify the amount owed to Tri-State Transport. Any further charge tax, duty, statutory impost, cost or other expense which is not applicable at the date of invoice but which is subsequently levied upon Tri-State Transport in relation to the invoice as a result anything, including, but not limited to the introduction of any new legislation, government policy or regulation shall be paid by the customer.

ii) Goods & Services Tax

A. In the following sub-clauses:

'GST' means any tax impost or duty on goods or services imposed by the Commonwealth, a State or a Territory or any similar or like tax and whether imposed before or after the commencement of this agreement.

'Supply' means the supply of any goods, services, other rights, benefits or other things and includes the definition of supply in any legislation or regulation, which imposes implements or varies a GST.

B. If GST has application to any Supply made under or in connection with this agreement, in addition to any payment or amount due under or consideration payable or to be provided pursuant to this agreement (**'payment'**) the Supplier may recover from the Customer an additional amount on account of GST, such amount shall be calculated by multiplying the value of the payment for the relevant Supply by the prevailing GST rate.

C. Any amount on account of GST recoverable from the Customer under clause 2 must be calculated without any deduction or set-off of any other amount and must be paid by the Customer at the same time as the consideration for the relevant supply is payable or to be provided.

2. Payment

Payment can be made electronically or by cheque. All payments are due within 21 days from date of invoice. The Customer is in default if payment is not received by the due date. In addition to any other right, which Tri-State Transport may have, Tri-State Transport may charge the Customer fees on the overdue money. Our terms are **strictly** 21 days in order for us to coincide with our creditors within the Transport Industry. Any 'costs/commissions incurred by going to a debt collector or solicitor to collect unpaid accounts will be on charged to the client.'

3. Cancellation

Tri-State Transport reserves the right to cancel credit at any time. If credit is cancelled Tri-State Transport shall be paid all moneys outstanding within 10 days of notification.

4. Queries

The Customer may contact Tri-State Transport at any time if they have a query with their account or any particular invoice in order to resolve the matter immediately.

5. Change of Address

The Customer will immediately notify Tri-State Transport in writing of any change of address.

6. Indemnity

The Customer shall fully indemnify Tri-State Transport against all liability, loss, damage, expense or proceeding whatsoever in respect of any injury or death to any person or damage or loss to or deterioration of property or business to any person arising from events that constitute a fundamental breach by the Customer of any of the provisions of this agreement.

7. Changes

Tri-State Transport will keep their Credit Terms and Conditions constantly under review and reserve the right to vary the Terms and Conditions of use at any time by prior notice in writing.



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TERMS AND CONDITIONS OF CONSIGNMENT

- 1
- a) Tri-State Transport (**'the carrier'** which, unless the context otherwise requires, include its servants, agents and sub-contractors) is not a common carrier and accepts no liability as such.
 - b) **'Consignor'** means the person consigning the Goods to the Carrier and includes that person's servants and agents.
 - c) **'Consignee'** means the person to whom the Goods are to be delivered.
 - d) **'Person'** includes corporations, partnerships, firms, associations and all juristic persons recognised by law.
 - e) **'Sub-contractor'** means:
 - i) All companies which are or become subsidiaries of the Carrier within the meaning of the corporations Law;
 - ii) railways operated by the Commonwealth or any state;
 - iii) any person who is a member of the Forwarders division of the Australian Road Transport Federation and its affiliates;
 - iv) any person with whom the Carrier arranges the carriage of any goods the subject of this contract (**'the goods'**); and
 - v) Any person who is a servant, agent, employee or sub-contractor of any person referred to in this clause.
- 2 The Goods are carried or transported and all storage and other services are performed by the Carrier subject only to these conditions and the Carrier reserves the right to refuse the carriage or transport of the Goods or any goods of any class of goods for any person at its discretion.
- 3
- a) The Consignor warrants that the Goods comply with the requirements of any applicable law relating to the nature, conditions and packaging of the Goods and the expenses and charges of the Carrier in complying with the provisions of any such law or with any order or requirement of any such law or any harbour, dock, railway, customs warehouse or other authority must be paid by the Consignor.
 - b) If the Goods are subject to the control of customs then the Consignor holds the Carrier harmless and indemnified in respect of all customs duty, excise duty and costs, which the Carrier must pay, in respect of such goods pursuant to any law.
- 4 The Goods are at the risk of the Consignor and not the Carrier and the Carrier is not liable in tort or contract or otherwise for any loss or damage to or deterioration of the Goods or any loss or damage to or arising from the use of any services or equipment of any person including without limitation the Consignor or Consignee (**'Services and Equipment'**) by the Carrier in handling, delivering or transporting the Goods or misdelivery or failure to deliver or delay in delivery of the Goods either in transit or storage for any reason whatsoever including without limitation the negligence or breach of contract or wilful act or default of the Carrier and this clause applies to all such loss of or damage to or deterioration of the Goods, Services and Equipment or misdelivery or failure to deliver or delay in delivery of the Goods whether or not the same occurs in the course of performance by or on behalf of the Carrier of the contract or in events which are in the contemplation of the Carrier and the Consignor or either of them or in events which are foreseeable by them or either of them or in events which could constitute a fundamental breach of a fundamental term or these Terms And Conditions.
- a) The Consignor warrants that the Goods, Services and Equipment are insured on behalf of itself and the Carrier and waives all rights of recovery against the Carrier and must indemnify and hold the Carrier harmless against any liability for any use loss or damage to the Goods, Services and Equipment caused by or resulting from anything whatsoever including without limitation the negligence or breach of contract or wilful act or default of the Carrier including any rights of subrogation that the Consignor's or Consignee's insurers have or seek to exercise against the Carrier.
 - b) In relation to this clause the Carrier in addition to acting for himself acts as agent of and trustee for each of his servants and any other person with whom the Carrier arranges the carriage of the Goods and the servants of such person so that its servants and such person or its servants are parties to this agreement so far as this clause is concerned and the Carrier holds the benefit of this clause for his servants and for any such person and his servants.
 - c) All rights, immunities and limitations of liability granted to the Carrier by this clause must continue to have full force and effect in all circumstances and notwithstanding any breach of these conditions by the Carrier.



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- 5** The Consignor must pay the Carrier its fees whether the Goods are delivered or not and whether damaged or otherwise. Payment for the Carriers fees will not be refunded under any circumstances.
- 6** The Carrier has a lien on the Goods any related documents and on any other goods of the Consignor in the Carriers possession or any related documents for all sums payable by the Consignor to the Carrier and for that purpose has the right to sell any such goods by public auction or private treaty without notice to the Consignor.
- 7** If the Carrier is liable for damage to or loss of the Goods or any part of them, no claim in respect of such loss or damage must be made unless notice of the claim is lodged in writing with the Carrier within 7 days after delivery was effected or would have been effected in the ordinary course of business.
- 8** The Carrier is discharged from all liability whatsoever in respect of the Goods unless suit is brought within 3 months from their delivery or from the date on which in the ordinary course of business delivery would have been effected.
- 9** Every special instruction to the effect that charges are to be paid by a consignee includes a stipulation that if the Consignee does not pay the charges within 7days of the date set for payment or, if no date is set for payment within 7 days of delivery or tendered delivery, then the Consignor must pay all such charges.
- 10** The Carrier may levy charges according to weight, measurement or value and may at any time re-weigh, re-value or re-measure or require same and charge proportional additional fees.
- 11** Any person bailing or delivering any goods to or making any goods available for collection by the Carrier is authorized to sign a consignment note for the Consignor.
- 12** If the Consignee is not in attendance at the address given during normal business hours the Carrier may levy additional charges at the prevailing market rate for all attempted deliveries until delivery is made.
- 13** The Carrier will only deliver at intermediate points by prior arrangement and only if appropriate facilities are available at all hours.
- 14** The Carrier may forward the Goods by any means at its absolute discretion and is authorized to have the Goods carried by any independent contractor or sub-contractor.
- 15** The Carrier may in the absence of an agreed route in writing carry the Goods by any method or route at its absolute discretion.
- 16** The Consignor must specifically declare and fully describe in writing the nature and value of all goods subject to special rates of carriage or of a noxious, dangerous, hazardous or flammable nature or capable of causing damage or injury to any other goods or to any persons or animals with which, or to any store, vessel, vehicle wagon, van, aircraft or other conveyance of any kind in which they may be loaded, carried, packed or stored or which are liquid or partly liquid and additional weight charges must be paid on such goods if requested by the Carrier.
- 17** These Terms and Conditions apply to all goods consigned by or on behalf of the Consignor to the Carrier or carried by the Carrier for or on behalf of the Consignor from time to time.
- 18** These conditions must be governed and construed in accordance with the laws of Western Australia and any proceedings against the Carrier must be brought in Western Australia.
- 19** If any part of these Terms and Conditions is or becomes void or unenforceable then that part must be severed so that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by any severance.

I/We declare the undersigned acknowledge having read and understood all terms and conditions set out in this 'Credit Application' and 'Consignment' will adhere to these. Tri-State Transport reserves the right to accept or reject the application in its absolute discretion.

_____ Owner/Director _____ Full Name
SIGNATURE

_____ Owner/Director _____ Full Name
SIGNATURE

Dated this _____ Day of _____ 20_____