



RETURN FAX TO (02) 9810 0111

Application for Credit Account and Agreement

Made this _____ day of _____, 20____

Between

Yellow Express Pty Limited ACN 078 244 845 ABN 56 078 244 845, and;

Company Name _____ ABN _____

Registered Address _____

_____ Post Code _____

Phone _____ Fax _____ Mobile _____

Email _____

Create a password for internet bookings _____

Invoices / statements by Email (free) Fax (\$1.00 per month) Mail (\$1.50 per month)

Invoice frequency Monthly

Billing Contact Name _____ Position _____ Phone _____

Postal Address _____ Post Code _____

Director or Proprietor

1. Name _____ Home Phone _____

Home Address _____ Post Code _____

2. Name _____ Home Phone _____

Home Address _____ Post Code _____

3. Name _____ Home Phone _____

Home Address _____ Post Code _____

Please include on a separate sheet if more directors or proprietors

Trade References (Must provide three)

1. Company _____ Contact _____ Phone _____

2. Company _____ Contact _____ Phone _____

3. Company _____ Contact _____ Phone _____

Complete Your Payment Method

I would like to pay by: Credit Card (as below) Cheque Electronic Funds Transfer

Note there is a 3% processing fee on credit card payments

Credit Card Details (please complete even if not paying by credit card)

Visa Mastercard American Express Name on card _____

Card Number / / / Expiry Date /

Bank Details (if EFTing payments) BSB _____ Account No. _____



Expected Trade Limit per Month

Please indicate your estimated spend per month \$ _____

1. The above named applicant Company, person or Director has been supplied with the Conditions of Carriage, available at www.YellowExpress.com.au, and submits to them wholly and fully for each and every delivery;
2. The above named applicant Company, person or Director agrees to pay all account charges within (14) days from the end of the previous month;
3. It is expressly agreed that in the event of non payment of any monies owed by the above debtor Company or person, the undersigned Director or authorised person agrees to pay any such monies outstanding to Yellow Express Pty Limited on demand;
4. Yellow Express Pty Limited may apply a late payment administration fee for accounts that fall over fourteen (14) day terms;
5. The above named applicant Company, person or Director agrees to pay a \$9.68 account keeping fee each trading month.

Signed for and on behalf of the above named Company or person:

Director, Principal or Authorised Person

Witness

Signed _____
 Print Name _____
 Position _____
 Date _____

Signed _____
 Print Name _____
 Address _____

 Date _____

PLEASE RETURN FAX TO (02) 9810 0111

www.YellowExpress.com.au

57 Victoria Rd, Rozelle NSW 2039 • PO Box 10, Rozelle NSW 2039
Ph: 1300 935 569 • **Fx:** (02) 9810 0111 • **Em:** Mail@YellowExpress.com.au

Office Use Only

Account Code Welcome Call WP / LP
 Returning Sales

Conditions of Carriage

DEFINITIONS

In this Contract;

Carriage means and includes the whole of the operations and services undertaken by YE in respect of Goods.

Consignor shall mean the person, company, agent or entity consigning Goods to be carried by Carrier.

Contract means this agreement and any appendix, schedule and amendments made to it

Goods means the cargo accepted from Consignor together with any container, packaging or pallets supplied by or on behalf of Consignor and any other goods we pick up with those Goods.

Services mean all services supplied to you in any capacity including as carrier, forwarding agent, shipping agent, forwarder, storer, or bailee.

Subcontractor means any person who pursuant to a contract or arrangement with any other person whether or not Carrier performs or agrees to perform Carriage or any part thereof.

YE means Yellow Express Pty Limited ABN 56 078 244 845.

You means the business entity or individual who has entered into this Contract on the Credit Application.

1. CONTRACT

- 1.1 This Contract states the terms on which YE supplies services to You.
- 1.2 This Contract will prevail over any other document that relates to those Services.
- 1.3 YE is not a common carrier. YE may refuse to handle, transport or store goods for You for any reason whatsoever.
- 1.4 The terms of this Contract cannot be waived or varied.
- 1.5 YE and any Subcontractor may subcontract part or all of our obligations on any terms.
- 1.6 You agree that:
 - a) YE's employees, agents and subcontractors and their employees, agents and subcontractors have the benefit of this Contract as if they were parties to it; and
 - b) YE hold that benefit on trust for them and can, if requested by them, enforce it on their behalf.

2. IF YOU ARE A CONSUMER

- 2.1 If You are a consumer as defined in the Trade Practices Act, this Contract does not affect any rights you may have as a result of that Act.

3. PAYMENT

- 3.1 YE charges are earned as soon as YE collects the Goods from You, or from the address nominated by You.
- 3.2 You must pay the charges relating to the transport of the Goods unless the sender or the receiver pays them.
- 3.3 YE require payment within 14 days from date of invoice.
- 3.4 In addition to freight YE will charge You for:
 - a) any additional expenses YE incurs as a result of any incorrect declaration by Consignor of the weight, volume, description or packaging of the goods;
 - b) any storage charges or other charges or expenses YE incurs in relation to the goods.
- 3.5 YE is entitled to retain and be paid all commissions, allowances and remuneration paid including those customarily paid by or to forwarding agents, shipping agents, forwarders, storer, carriers or bailees.
- 3.6 Unless stated to the contrary, the charges contained in this Contract are exclusive of any Goods and Service Tax. If such tax is applicable to any of the services supplied under this Contract, You must pay the tax in addition to the charges and/or rates specified.

4. COMPANY'S OBLIGATIONS

- 4.1 You promise:
 - a) You alone own the goods, or if there are other owners You act as their agent and they agree to handling, transport and storage of the Goods on the terms of this Contract;
 - b) You will indemnify YE as soon as YE receives any written notice of claim in connection with this Contract or the handling, transport or storage of the Goods from any person other than Company;
 - c) all Goods will be packaged to withstand handling, transport and storage;
 - d) You will comply with all laws in connection with the Goods to ensure that they can be lawfully handled, transported and stored;
 - e) You will not ask YE to handle, transport or store the Goods in any way that could be unlawful;
 - f) You will not sue any person for anything arising in connection with this Contract or the handling, transport or storage of the goods; and
 - g) You will indemnify YE for any loss or damage caused to any person, including property damage, as a result of your breach of this Contract.
- 4.2 It is agreed that the indemnities in this clause will operate irrespective of whether any loss, damage or non delivery of the goods howsoever occurring even if caused from negligence by YE or by any of the persons referred to in clause 1.6.

5. IF GOODS ARE DANGEROUS

- 5.1 Goods are "dangerous" if they are classified by either the IATA Dangerous Goods Regulations or the Australian Dangerous Goods Code or if they might injure or damage people, property or the environment. They include goods that are or may become poisonous, corrosive, volatile, explosive,

flammable or radioactive.

- 5.2 You promise to tell YE if the goods are dangerous and agree to give YE a full and accurate written description of them. Goods are subject to security inspections which may include the use of x-ray equipment.
- 5.3 Whether or not You have told YE that any goods are dangerous You agree that if YE, or if any of the persons referred to in clause 1.6, consider on reasonable grounds that the goods may cause injury or damage we or any of them can, at your cost do anything appropriate, including disposing of or destroying them. YE will not be liable to you for any loss or damage you may incur by reason of our actions under this clause. You will always bear all risk of loss of or damage to, or arising in connection with, dangerous goods.

6. AUTHORITY

- 6.1 You give YE authority to:
 - a) use any method for handling, transporting or storing the goods. YE will give priority to any instructions given by you, but if such instructions cannot be followed, YE will use another method;
 - b) deviate from any usual route of transport or place of storage;
 - c) claim a general or particular lien over the Goods, and any documents relating to them, for outstanding payments relating to those Goods or to other Goods which have been, or are to be, handled, transported or stored on your behalf;
 - d) dispose of the Goods if they remain unidentified for a certain period;
 - e) sell any Goods held by YE for outstanding payments by public auction or private sale without any notice to You;
 - f) open, inspect and take any action YE considers necessary in relation to goods if YE need to verify the condition or nature of the goods, their ownership or their destination or if YE consider the goods may be unlawful or dangerous.

7. DELIVERY

- 7.1 YE will attempt to deliver to the address nominated by You. Delivery is deemed to be effected when YE receive a signature confirming that the goods were received in good condition.
- 7.2 If that address is unattended, delivery is deemed to have occurred and YE may leave the goods at that address unattended.
- 7.3 If the address of delivery is unattended and YE elects to re-deliver goods, YE will charge You for the costs of the re-delivery including any storage costs YE may incur.
- 7.4 YE will not in any circumstances deliver goods to a post office box.

8. NOTIFY PROMPTLY IF YOU HAVE A CLAIM

- 8.1 If You believe YE are liable to you, you must:
 - a) notify us immediately; and
 - b) send written notice of claim to us within 14 days. If YE do not receive a written notice from You within that time, YE will have no liability to You. Notwithstanding your claim, You remain liable to pay YE charges under this Contract.
- 8.2 YE will have no liability to You, even if You give us a written notice within that time, if You do not commence legal proceedings against YE within six (6) months after the date of delivery.

9. ALL OTHER LIABILITY TO YOU

- 9.1 Services are supplied at Your risk. You:
 - a) bear the risk of loss or damage to the goods;
 - b) always bear all risk of loss or damage arising in connection with the goods.
- 9.2 YE and the persons referred to in clause 1.6 are not liable for any delay, loss, damage, or non delivery arising from the supply of or failure to supply services (including any loss of, deterioration in, mis-delivery of, or failure to deliver, goods), for any reason whatsoever including our breach of contract, negligence, breach of duty as bailee, or willful act or default.
- 9.3 YE and the persons referred to in clause 1.6 have the benefit of these exclusions and limitations of liability even if any loss or damage arises for any reason whatsoever including our breach of contract, negligence, breach of duty as bailee, or willful act or default.
- 9.4 Clauses 9.1 to 9.3 also apply in respect of claims for consequential losses including loss of profits.

10. PRIVACY

- 10.1 You agree that YE may use your personal information for our legitimate functions, including promotions.
- 10.2 YE will not disclose Your personal information except as required to perform YE functions or if required to do so by any other Commonwealth, state or territory law. YE will only use third party information relating to the receiver for the purpose of delivering a particular consignment. Third party information will then be stored as part of our record keeping process.

11. JURISDICTION

- 11.1 This Contract is governed by the laws of New South Wales. Each party irrevocably submits to the nonexclusive jurisdiction of the Courts of New South Wales.

12. ALTERATION

- 12.1 This Contract may be altered or varied at any time without notice. YE will provide the current terms and conditions online, available for viewing at www.YellowExpress.com.au.