

## COMMERCIAL TRADING AGREEMENT FORM

**New Account**
☐
*(Please Tick)*
**Existing Account - Amendment**
☐
*(Please Tick)*
**Business Entity Name:**
**Trading Names:**
**Customer Name:** *(to appear on account)*
**Street Address:**
**Suburb:**
**State:**
**Postcode:**
**Postal Address:**
**Suburb:**
**State:**
**Postcode:**
**Phone:**
**Fax:**
**Email:**
**Person Authorising Account:**
**Title:**
**Person Processing Account:**
**Title:**
**ABN:**
**Nature of Business:**
**ACN:**
**Business Premises Owned or Rented:**

### TRADE REFERENCES

NAME OF COMPANY	CONTACT	PHONE NUMBER

Statements and/or invoices to be sent by:

Email

☐

Post

☐

Do you require Order Numbers on all Invoices?

Yes

☐

No

☐

If YES – Should we refuse our service if no Order Number is supplied?

Yes

☐

No

☐

Example of an Order Number:

Contact Person for Order Numbers:

**Anticipated Trading:**

Weekly

☐

Monthly

☐

Annual

☐

Est. Value: \$

### PALLET MANAGEMENT

It is a condition of operating a freight account with Regal Transport that where CHEP, LOSCAM (or another Pallet Service Provider) Pallets are utilised - A minimum of 14 days delay is strictly adhered to for the transfer of pallet equipment unit onto the Regal Transport Account. Any variance to this requires a written agreement by the Executive General Manager of Regal Transport.

The anticipated monthly pallet transaction numbers are:

The Equipment Supplier will be:

Chep

☐

Loscam

☐

Other:

The Pallet Account Number for the proposed account is:

It is further agreed as a condition of Regal Transport providing credit to the applicant that should the receiver (in the sole opinion of Regal Transport Group Pty Ltd) refuse to, or have the inability of returning or swapping the rental equipment within a reasonable time frame (14 days), then Regal Transport Group Pty Ltd has the right to transfer (back to the original date of transfer) these pallets back to the shipper's equipment account in every instance.

**Signature:**

**Name:**
**Position:**
**Date:**

### TRADING TERMS

We understand and accept your trading terms (30 days nett from date of invoice/statement) and acknowledge that Regal Transport Group Pty Ltd are not common carriers and all goods are carried on and at all times subject to the Terms and Conditions of Carriage on page 2 of this agreement. Claims arising from invoices must be made within seven working days.

**Customer Signature:**

**Print Name:**
**Title:**
**Date:**

### OFFICE USE ONLY

**Regal Account Manager to Complete**
**Account Manager's Signature:**

**Name:**
**Position:**
**Date:**
**Account Number:**



REGAL TRANSPORT GROUP PTY LTD - ACN 134 989 343

## CONDITIONS OF CARRIAGE AND/OR STORAGE

### Application of Conditions

1. These conditions apply to the Services we perform for you, or a Subcontractor performs for you, in connection with each of the services performed in respect of the Goods. They also apply to any work we have to do, or reasonably do, in addition to the work we quote for.

2. These conditions continue to apply despite any breach by us or a Subcontractor, even if the breach is of a fundamental term.

3. We are not a common carrier. We do not accept liability as a common carrier. We may refuse to carry or deal with any Goods.

4. You warrant that, when you give us or a Subcontractor Goods for carriage, you are acting as agent for each person who has an interest in the Goods. Each of them is a party to the contract and is bound by these conditions in the same way as you are. You also warrant that, when you give us or a Subcontractor Goods to provide the Services, the person who signs any document containing these conditions has authority to accept these conditions on your behalf.

### Our Services

5. We intend to perform the Services necessary to deliver the Goods to the place you nominate. We intend to follow any instructions you have given us. However, we are entitled to depart from those instructions (including deviating from the usual route or changing the place of storage) if we think it desirable in the circumstances.

6. We are entitled to use a Subcontractor to perform all or part of the Services instead of us. We enter into this contract as agent or trustee for any Subcontractor used. Each of them is a party to each contract we enter into with you. This contract applies as if the Subcontractor were us. We, or a Subcontractor, may agree with a Subcontractor to any terms that that Subcontractor requires. Those terms will be binding on you. However, the Subcontractor may choose whether to rely on the terms of this contract or the terms on which it agrees to perform the Services or part of them.

7. We deliver the Goods when we leave them at the place you nominate. If no-one is there, we may choose whether to leave the Goods there, store them, or return them to you. If we decide to store them, or to return them to you, you must pay our reasonable charges. If you ask us to onforward Goods, we deliver them when we give them to the onforwarding agent.

In addition, if goods are perishable and instructions cannot be received from you within a reasonable time having regard to the nature of the Goods, then we may choose to immediately sell or otherwise dispose of the Goods without further reference to you. If we choose to sell or dispose of the Goods then you must pay our reasonable costs and we are entitled to offset the amount we receive against the money you owe us.

8. A receipt from a person at the destination is proof of delivery.

9. We are entitled, but not obliged, to open anything in which the Goods are placed or carried in order to inspect them to find out their nature, condition or destination, or who owns them.

10. If we think that the Goods are Dangerous Goods or may become dangerous or offensive, we may do anything we believe appropriate to avoid or minimise any loss, damage or offence.

This includes destroying the Goods. This does not affect any other rights we may have.

### Your Obligations

11. You must pay our charges for our Services. You can arrange for someone else to pay those charges. However, you remain liable to us. If you are not told that you must pay when the Goods are received by us, you must pay within 7 days after that day. You have to pay us whatever happens to the Goods - even if they are lost, damaged or destroyed.

12. You must pay us an additional reasonable charge in each of the following cases:

12.1. We or a Subcontractor have to perform Services, or reasonably perform Services, in addition to the Services we quote for.

12.2. The carriage is delayed for a reason that is not our fault or the fault of the relevant Subcontractor.

13. You must also pay us for any amount we have to pay, or a relevant Subcontractor has to pay, in relation to the Goods or their carriage. Of course, this excludes a payment for subcontracting the carriage.

14. All Goods will be weighed and measured by us upon receipt. Unless otherwise agreed to in writing, all Goods will be subject to a cubic conversion of 333kgs per cubic metre and our charges for our Services will be based on whichever is the greater of cubic weight and deadweight. All motor vehicles, plant and machinery, palletized plant, and non-top loadable Goods will be charged at a volume rate of 2.4 metres high where in our opinion their movement is on a deck space only basis.

15. We have a lien over the Goods and any related documents, and over any other Goods and related documents of yours in our possession, as security for payment of any money you owe us. We may sell the Goods or documents without giving you notice. If we do, we are entitled to offset the amount we receive against the money you owe us. This does not affect any other rights we may have.

16. You must give us an accurate description of the Goods, either by telling us or by writing on the consignment note. You must tell us if the Goods are, or may become, dangerous or offensive. If the Goods which you give us or a Subcontractor for carriage are self propelled, and need to be operated during loading or unloading, then you must make sure the Goods are mechanically sound and in good working order.

17. You must complete the declaration on the front of this consignment note in respect of the consignment of Dangerous Goods.

17.1 If you declare that the Goods are Dangerous Goods, then you must:

17.1.1 Ensure that the Dangerous Goods consigned, including explosives, are in good order and condition and are securely packed and marked in accordance with all Acts and Regulations of the Commonwealth, States and Territories relating to explosives and Dangerous Goods; and

17.1.2 Provide us with particulars of any special authority or permit (required in accordance with all Acts and Regulations of the Commonwealth, States or Territories relating to explosives and Dangerous Goods) prior to the performing of Services.

18. You must comply with all legal requirements, and any requirements of the person to whom we deliver the Goods, in relation to the Goods, including requirements relating to their shape, packaging, labelling and transportation.

19. At the end of the carriage, you must make sure that you return to their owner any containers, pallets or packaging which are delivered to us with the Goods.

20. A waiver of any of your obligations is ineffective unless it is in writing and signed by an officer of ours.

### Limitations on our Liability

21. When we perform Services for the purpose of a business, trade, profession or occupation carried on or engaged in by you, we do so entirely at your risk. No matter what the cause may be, we are not liable under any circumstances for delay in delivery of the Goods, misdelivery of them, or a total failure to deliver them; or for loss of and damage of the Goods or loss of or damage to the Goods arising from their storage. We are not even liable for negligence or willful misconduct by us or by a Subcontractor we use in relation to the carriage or storage. Nor are we liable for an act or omission that is not contemplated by our contract with you.

22. When we perform Services in any case other than those described in the preceding paragraph, to the extent permitted by law:

22.1 our liability is completely excluded;

22.2 as a condition precedent to our liability, any action must be commenced within 12 months after the date the Goods were delivered or should have been delivered; and

22.3 in the case of Services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability is limited to the supply of the Services again, or the cost of the supply of the Services again.

### Safe Rates

23. If at any time any Road Safety Remuneration Order is made, imposed, or varied and which relates in any way to or impacts on the services being provided to the you by us, we shall be entitled to pass on to you the reasonable costs that we incur in complying with that Road Safety Remuneration Order in the course of providing the services to you, including without limitation costs arising out of any requirement on the part of us to pay to our employees and/or contractors higher or different rates of remuneration under that Road Safety Remuneration Order. For the purposes of this clause, 'Road Safety Remuneration Order' means a road safety remuneration order made by the Road Safety Remuneration Tribunal under the Road Safety Remuneration Act 2012 (Cth), or anything similar or analogous to it.

### Claims

24. If you think you have a claim against us or a Subcontractor, you must make it against us and no-one else. The claim must be in writing. It must reach us within 7 days after the date the Goods were delivered or should have been delivered. You have no claim in any circumstances against any person (including a subcontractor) except us.

### Your Indemnity To Us

25. You must indemnify us continually against any liability or expense we incur as a result of a breach of this agreement by you, or of our accepting Goods for carriage or storage that are Dangerous Goods, or may become, dangerous or offensive. In particular you must compensate us for any loss or damage in any way caused by the Dangerous Goods to any property or any person whatsoever, and indemnify us against all claims in respect of injury, loss or damage in any way caused by the Dangerous Goods to any person or any property including any property owned by us or any other person.

### Definitions

26. Goods include any container, pallet or packaging which the goods are in or on.

27. Services means the whole of the services performed by us or a Subcontractor, including storing and carrying the Goods, loading and unloading them, storing them, dismantling, detaching, assembling, and installing them; liaising with third parties, arranging any necessary permits or authorisations; and delivering the Goods to a Subcontractor.

28. Subcontractor means any person (including a person operating a railway) we use to perform all or part of the Services instead of us, and any person who is a servant, agent or subcontractor of such a person.

29. Dangerous Goods means any Goods which are dangerous or are prescribed or determined to be dangerous under any Commonwealth, State or Territory Act or Regulation.

30. A reference to "we" or "us" is a reference to Regal Transport Group Limited (ACN 134 989 343) and includes any of its related bodies corporate within the meaning of section 50 of the Corporations Act 2001 (Cth).

Author : Position: Approved: Position:	Nathan Day Group Commercial Manager Nathan Day Group Commercial Manager	Issue: 6	Date: 6 <sup>th</sup> August 2012	Page 2 of 2
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