

Retail Freight Services Pty Ltd ATF
Total Logistic Solutions Trust
ABN 85 165 880 102
Lot 3 / 27 Alick Road
Tottenham, Victoria, 3012
(Tel) 9314 8886
(Fax) 9318 9996



DATE: / / 20 ..

APPLICATION FOR 14 DAY COMMERCIAL CREDIT ACCOUNT

THE APPLICANT

Applicant Name: _____ ABN _____

ACN (if Company) _____ Trading Name (if any): _____ Contact Name _____

Principal business address: _____

Tel No : _____ Fax No: _____ Mobile: _____

Accounts Contact Tel No : _____ Dispatch Contact No: _____

Email Address: Purchasing _____ Email Address Accounts payable: _____

OPERATING STRUCTURE

(tick appropriate box)

Company Sole Trader Trustee Partnership

DIRECTOR/PARTNER DETAILS

(provide details of all directors or partners - if more than 3 please attach details)

Name: _____ Address _____

Name: _____ Address _____

Name: _____ Address _____

FINANCIAL DETAILS

Credit required: \$ _____ Business Start Date: _____

Your Bank: _____ Branch: _____ Your Accountant: _____

Accountants Contact details: _____ Tel: _____ Fax: _____

Your Business Premises: Owned Leased (tick appropriate box)

TRADE REFERENCES (Your major suppliers where you are currently buying)

1. Trade Reference _____ Contact Person: _____ Telephone No: _____

2. Trade Reference _____ Contact Person: _____ Telephone No _____

TERMS OF CREDIT

(IMPORTANT : this Application is to be signed by the Applicant. If the Applicant is a corporate entity then all Directors must sign. If the Applicant is a partnership then all partners must sign.

The Applicant requests that **Retail Freight Services Pty Ltd** ("TLS") open a credit account and hereby further agrees that the provision of goods and services and credit facilities to me/us are subject to the Terms and Conditions attached and attached TLS Schedule. The Applicant and the signatory to this Application acknowledge and warrant that the information provided in this Application is true and correct and further acknowledge having read, understood and accepted the Terms and Conditions and agrees to abide by and be bound by the Terms and Conditions. The Applicant acknowledges TLS has relied upon the information provided herein to determine whether to grant the Applicant credit and that the signatory has full authority to complete this Application on behalf of the Applicant. I/we acknowledge that credit facilities may be withdrawn at any time without notice.

The Applicant and the signatory to this Application acknowledge and warrant that the Terms and Conditions attached to this credit application form part of each and every order placed with TLS or delivery made by TLS.

Signed by the Applicant or on its behalf by its Directors/Partners:

Signature: _____

Signature: _____

Printed name: _____

Printed name: _____

Title: Sole Trader/Director/Partner (please circle)

Title: Sole Trader/Director/Partner (please circle)



TLS SCHEDULE

Timeslot and/or Demurrage Charges

The following Charge shall apply once the vehicle of the Company arrives for loading or unloading at the address given by the Consignor for collection or delivery as the case may be.

After the first 15 minutes for a Rigid - \$45.00 per hour, calculated in 15 minute increments
After the first 30 minutes for a Semi - \$70.00 per hour, calculated in 15 minute increments
After the first 45 minutes for a B Double - \$95.00 per hour, calculated in 15 minute increments

After Hours Charges (prior to 7.30am and after 5.00pm any weekday)

The following Charge shall apply where a Consignor requires a collection or delivery as the case may be outside the hours of 7.30am to 5.00pm any weekday
Rigid - \$62.50 per hour
Semi - \$105.00 per hour
B Double - \$142.50 per hour

Pickups and deliveries outside normal working hours

Any deliveries that are outside these working hours will incur a surcharge of \$27 per pallet.

TLS Generic Rates

Unquoted destinations will be charged at the TLS Generic scheduled rate structure. A copy of these rates can be provided upon request.

Redelivery Charges

\$50.00 per pallet per attempt. Should the delivery be attempted and the pallets are rejected for whatever reason, the pallets will be returned to the depot and redelivered as per the senders / receivers request.

Futile Pick Ups

\$100.00 flat fee where we attempt a pick as requested then not be required.

Hand Unload Charges

\$30.00 per pallet.

Oversized Pallets

A pallet surcharge will apply for exceeding the dimensions of a standard pallet base being 1.2 x 1.2 metres. Pallet surcharge will vary based on dimensions and space taken.

Overweight Pallets

A pallet surcharge will apply for exceeding the agreed weight per pallet as per the quotation. The standard maximum weight per pallet is 1000kg.

Credits

All credits must be received in writing within 7 days of receipt of invoice. If credits are not taken up within 2 months of date of issue then credits will no longer be redeemable.

Retrieval of Proof of Delivery

A charge of \$20 per POD will apply on all retrievals over 30 days old.

**Please note – All prices quoted above exclude any fuel surcharge and GST.
All prices are subject to increase after 14 days notice.**

I/We have read and agree to accept the TLS Schedule.
I/We acknowledge TLS is not Common Carrier.
I/We acknowledge payment is required 14 days from date of invoice.

Printed Name

Position

Signature

Date

SIGNING HERE ACKNOWLEDGES THAT YOU HAVE READ ALL TERMS AND CONDITIONS ATTACHED AND ACCEPT STANDARD TRADING TERMS

GUARANTEE AND INDEMNITY AND CHARGE

TO: Retail Freight Services Pty Ltd ATF Total Logistic Solutions Trust ("Supplier")

In consideration of the Supplier, at the request of the Guarantor/s (named in the Schedule below), agreeing to supply or continuing to supply goods or services to the Applicant (named in the Schedule below) referred to as the Purchaser herein ("Purchaser"); and/or providing credit to the Purchaser; or grant an indulgence outside the Supplier's agreed credit terms:

The Guarantor/s hereby jointly and severally:

1. Covenant to guarantee to the Supplier the due and punctual payment of all money presently owing or any money that may be owing in the future by the Purchaser to the Supplier, in respect of the goods sold or services supplied by the Supplier to the Purchaser pursuant to the Terms and Conditions of supply and any other sums whether actual, contingent or otherwise sounding in damages in respect of any breach of the Terms and Conditions of supply or in respect of the goods or services supplied to the Purchaser (hereinafter collectively called "guaranteed money").
2. Covenant as a separate severable and additional covenant and obligation to indemnify and keep indemnified the Supplier from and against all loss or damage, costs, charges and expenses whatsoever that the Supplier may suffer or incur in relation to the supply of goods or services to the Purchaser and/or breach of the Terms and Conditions of supply and further covenants that each of the provisions hereinafter contained that applies or is capable of application to this Deed when it is construed as an indemnity will apply to the indemnity hereby given by the Guarantor.
3. Covenant, acknowledges and agrees as follows:
 - (a) The Guarantee hereby given is a continuing guarantee and the indemnity hereby given is a continuing indemnity and neither this Deed nor the said guarantee nor the said indemnity will be discharged in any way or be considered or deemed to be discharged in any way by any payment to the Supplier other than the payment to and acceptance by the Supplier of the whole of the guaranteed money.
 - (b) Notwithstanding that as between the Guarantor and the Purchaser the position of the Guarantor is that of surety only nevertheless as between the Guarantor and the Supplier, the Guarantor is liable hereunder as a principal and as a primary debtor for the payment of the guaranteed money.
 - (c) This Deed is valid and enforceable against the Guarantor and the liability hereunder of the Guarantor continues and may be enforced by the Supplier notwithstanding:
 - (i) that no steps or proceedings have been taken against the Purchaser;
 - (ii) any indulgence or extension of time granted by the Supplier to the Purchaser;
 - (iii) the death or bankruptcy or winding up or composition, or company arrangement or Deed of Company Arrangement of the Purchaser;
 - (iv) that payment of the guaranteed money by the Purchaser cannot be legally enforced against the Purchaser;
 - (v) that further credit or supply to the Purchaser is declined;
 - (vi) any variation, modification or novation of the Terms and Conditions of supply or the obligations of the Purchaser with the Supplier;
 - (vii) the Suppliers act, neglect, omission, delay or default by which the whole or part of the liability of any guarantee or any part of the liabilities guaranteed would but for this provisions have been effected or discharged;
 - (iv) the release of the Purchaser or one or more of the Guarantors by operation of law or otherwise.
 - (d) The Guarantor will not compete with the Supplier for any dividend or distribution in the event of the Purchaser being declared bankrupt, going into liquidation or being wound up or entering any deed or scheme of arrangement or assignment or composition in respect of its affairs or its assets and liabilities.
 - (e) That any payment made to Supplier and later is avoided by the application of any law or legislation shall be deemed not to discharge the guarantor's liability and, that in such event, the parties hereto are to be restored to the rights which each respectively would have had if the payment had not been made.
4. The Guarantor hereby acknowledges having given its consent to the Supplier to obtain from a credit reporting agency a consumer credit report containing information about it for the purpose of the Supplier assessing whether to accept the Guarantor as a guarantor for credit that may be applied for by the Purchaser.
5. The term "Supplier" includes its successors and assigns and the terms "Purchaser" and "Guarantor" include their respective executors, administrators and successors.
6. In this Deed the singular includes the plural and if there is more than one Guarantor to this Guarantee their obligations are joint and several.
7. The Guarantor hereby CHARGES (and where this guarantee is executed by more than one person jointly and severally charge) as legal and beneficial owner all freehold and leasehold in land which the Guarantor now has or may acquire whether solely, as joint tenant or as tenant in common, with all monies which may become or are due and payable to the Supplier by the Purchaser pursuant to this Deed. The Guarantor acknowledges that the Supplier may lodge a Caveat against any dealings in real property in any titles office and that the Supplier may rely upon any of the rights available to it pursuant to the *Property Law Act* (1958) (Vic). The Guarantor further agrees and undertakes not to object to the lodging of any Caveat by the Supplier and agrees not to take any steps to remove the said Caveat.
8. It is expressly declared that notwithstanding the fact that this Guarantee may be intended or expressed to be executed and given by more than one person the same shall in fact be a valid and effectual guarantee binding against such person or persons as shall execute the same forthwith upon their execution thereto and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
9. This Guarantee and the construction and interpretation of it shall be governed by the laws of the State of Victoria in force for the time being and from time to time, and the parties to this Guarantee irrevocably submit generally and unconditionally to the jurisdiction of the Courts of Victoria in respect of all claims, proceedings and matters arising out of or in respect of this Guarantee.

SCHEDULE

APPLICANT: (name in print) _____ (the "Purchaser")

GUARANTOR/S: (name in print) _____

Dated : 20.....

SIGNED BY (all Directors, Shareholders, Partners and Proprietors as applicable to sign)

SIGNATURE OF GUARANTOR: _____

GUARANTOR NAME IN FULL: _____

ADDRESS: _____

WITNESS NAME IN FULL: _____

ADDRESS: _____

SIGNATURE OF WITNESS: _____

SIGNATURE OF GUARANTOR: _____

GUARANTOR NAME IN FULL: _____

ADDRESS: _____

WITNESS NAME IN FULL: _____

ADDRESS: _____

SIGNATURE OF WITNESS: _____

TERMS AND CONDITIONS OF TRADE

These Terms and Conditions shall apply to the exclusion of all others including any Terms and Conditions of the Applicant (whether on the Applicant's order form or otherwise). No goods or services will be supplied by **Retail Freight Services Pty Ltd** ("the **Company**") on any terms or conditions other than those set out herein and by accepting the services the Applicant shall be deemed to agree to these Terms and Conditions. For the purposes of these Terms and Conditions the Company shall mean and include the party named above and/or in whose name an Account is maintained by the Company.

1. In these terms and conditions:

"authorised third party" shall mean a Business Entity which the Company, at the Consignor's written request, has, in the Company's sole discretion, authorised in writing to order services by using the Consignor's account with the Company, which authorisation must be signed by a director of the Company.

"Business Entity" means a firm, partnership or company which is engaged in trade or commerce and which has an Australian Business Number.

"Company" means Retail Freight Services Pty Ltd and "Carrier" has the same meaning.

"Consignment" shall mean goods accepted from the Consignor or at the direction of an authorised third party for the purpose of cartage or storage or otherwise, together with any containers, packaging or pallets supplied by or on behalf of the Consignor and used in the carriage, transportation and/or storage of those goods.

"Consignor" means the Applicant and includes an authorised third party.

"Services" shall mean and include the whole of the operations and services undertaken by the Company in connection with the Consignment including but not limited to the collection, carriage, transportation, delivery and/or storage of the Consignment.

"Subcontractor" shall include any person who pursuant to a contract or arrangement with any other person (whether or not the Company) performs or agrees to perform the Services or any part thereof.

2. The Applicant acknowledges that the Company is not a common carrier and does not accept the Consignment as a common carrier. The Company in its sole discretion reserves the right to refuse a Consignment.
3. The Consignor must not permit or authorize any third party to use the Consignor's credit account held with the Company unless the third party is an authorised third party. In the event of a breach of this clause the Consignor acknowledges and agrees it remains liable to the Company for payment of all fees, expenses and costs incurred by an unauthorised use of the Consignor's credit account and shall indemnify the Company in relation to any and all fees, expenses and costs incurred by an unauthorised use of the Consignor's credit account held with the Company that the Company may suffer as a result of any such breach.
4.
 - (i) The Consignor warrants and represents that it is owner of (or has the authority of the person owning) the Consignment.
 - (ii) The Consignor indemnifies and agrees to indemnify the Company in respect of any liability whatsoever and howsoever arising (including without limiting the foregoing from negligence or breach of contract or wilful act or default of the Company or others) in connection with the Consignment to any person (other than the Consignor) who claims to have, who has or who may hereafter have interest in the Consignment or any part thereof. It is agreed that this indemnity operates irrespective of whether the Company's liability arises in events which may constitute a fundamental breach of contract or a breach of a fundamental term.
5.
 - (i) The Consignor acknowledges and agrees, the Company may subcontract any of the Services to be provided or any part thereof.
 - (ii) The Consignor undertakes:
 - (a) that no claim shall be made, whether by the Consignor or any other person who is or may hereafter be interested in the Consignment, against any person (other than the Company) by whom (whether as subcontractor, principal, employer, servant, agent or otherwise) the Services or any part thereof are provided which imposes or attempts to impose upon such person any liability whatsoever arising (including without limiting the foregoing from negligence or breach of contract or wilful act or default of the company or others) in connection with the Consignment and if any claim or allegation should nevertheless be made the Consignor undertakes to indemnify the Company and the person against whom such claim or allegation is made against consequences thereof. Without prejudice to the foregoing and for the purpose of this clause the Company is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them and all such persons and each of them shall to this extent be or be deemed to be parties to this contract.
 - (b) to indemnify the Company against any claim or allegation made against it by any person in connection with any liability of that person for any loss or damage to the Consignment occurring at any time during the provision of the Services.
 - (iii) It is agreed that each of the indemnities in sub-clause (ii) hereof operates irrespective of whether the liability of the Company or any other person arises in events which may constitute a fundamental breach of contract or a breach of a fundamental term.
6. Every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Company or to which the Company is entitled hereunder shall also be available and shall extend to protect – (i) All Subcontractors, (ii) every servant or agent of the Company or of a Subcontractor, (iii) every other person (other than the Company) by whom the Services or any part thereof are provided, and (iv) all persons who are or may be vicariously liable for the acts or omissions of any person falling within (i), (ii) or (iii) hereof and for the purpose of this clause the Company is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them shall to this extent be or be deemed to be parties to this contract.
7.
 - (i) The Consignor shall insure and keep insured the Consignment for its full replacement value against loss of or theft of the Consignment and damage to or deterioration of or destruction of the Consignment howsoever caused, and for any consequential loss resulting therefrom, whilst the Consignment is in the possession, custody or control of the Company and moreover undertakes to the Company that such insurance is in place and hereby fully indemnifies the Company against any and all loss that the Company may suffer as a result of any breach of this clause.
 - (ii) Subject only to clause 26 hereof, the Consignment is held at the risk of the Consignor and not the Company and the Company shall not be responsible in tort or contract or bailment or otherwise for any loss of whatsoever nature and howsoever caused, including without limiting the generality of the foregoing any claims for consequential loss, which is occasioned or caused by or contributed to by any delay in collection of the Consignment, any loss or theft of or damage to or deterioration or destruction of the Consignment, and any mis-delivery or delay in delivery of the Consignment whatsoever including, without limiting the generality of the foregoing, any loss caused by the negligence or breach of contract or wilful act or default of the Company or its employees, servants, subcontractors or agents whether or not the same occurs in the course of:- (a) performance by or on behalf of the Company of this contract; (b) events which are in the contemplation of the Company and/or the Consignor; (c) events which are foreseeable by the Company and/or the Consignor or either of them; or (d) events which may constitute a fundamental breach of contract or breach of a fundamental term of this Contract.
 - (iii) In all cases where liability cannot be excluded by this agreement, the liability of the Company for breach of any condition or warranty in respect of the Services is limited to any one or more of the following as determined by the Company at its own discretion: (a) providing supply of the services again or (b) payment of the cost of having the services supplied again.
8. In the event the Consignor expressly or impliedly instructs the Company to use, a particular method of handling or storage of the Consignment or a particular method of carriage (whether by road, rail, sea or air) of the Consignment, the Company is not bound to follow that instruction and shall otherwise give such consideration as to that method of handling and storage as in its sole discretion decides and the Consignor agrees to accept the method the Company takes.
9. The Consignor hereby authorizes any deviation from the usual route of carriage or place of storage of the Consignment which the Company may in the absolute decide to be desirable or necessary.
10.
 - (i) The Company is to deliver the Consignment at the address given to the Company by the Consignor. The Company is deemed to have delivered

the Consignment if at that address given obtains a receipt or signed delivery docket for the Consignment.

- (ii) If the nominated address for delivery is unattended or if delivery cannot be effected to any person at that address, the Company may at its option deposit the Consignment at that address (which is thereby deemed to be delivery of the Consignment) or store the Consignment and if so stored the Consignor shall pay and /or keep indemnified the Company for all costs and expenses incurring in storing the Consignment. In the event that the Consignment is stored by the Company, the Company is at liberty to redeliver it to the Consignor from the place of storage at the Consignor's expense.
11. Where the Consignment is accepted for forwarding by rail to an address in a town or to a place where the Company has no receiving depot the Consignment shall be deemed delivered if it is delivered to the nearest railhead.
12. The Consignor acknowledges and agrees that the Company may in its absolute discretion, charge a fuel levy in addition to its cartage fees and other charges, and further agree that the Company may in its absolute discretion vary the amount of the fuel levy from time to time.
13. The Consignor is and remains responsible to the Company for all charges incurred for any reason. A demurrage charge may be made to the Consignor in respect of any delay in the loading or unloading incurred (other than from the default of the Company) at the rate set out in the TLS Schedule attached. Such permissible delay period shall commence upon the Company reporting for loading or unloading. Labour to load or unload the consignment shall be the responsibility of and at the expense of the Consignor.
14. The Company's charges shall be deemed fully earned as soon as the Consignment is loaded and despatched from the Consignor's premises or accepted for storage. No deduction from Invoices or withholding of any money due the Company is permitted. The Consignor authorises the Company, but with no obligation on the part of the Company, to pay any fees, expenses, costs or outlays in respect of the Services and/or the Goods and the Consignor shall be liable for the reimbursement of such disbursements and for payment of any fine, expense, loss or damage incurred by the Company in connection therewith. All Invoices rendered are to be paid in full, without deduction, in accordance with the Company's trading terms.
15. All outstanding monies that are due to the Company by the Consignor pursuant to this Agreement shall bear interest on daily balances from their due date until paid at the rate of 14% per annum. In addition, the Consignor shall also pay to the Company any expenses, costs or disbursements incurred by the Company in recovering any outstanding monies including, without limiting the generality of the foregoing, debt collection agency fees and legal costs calculated on a full indemnity basis.
16. The Company shall have a lien on the Consignment and any documents relating thereto and on any other Consignment of the Consignor or where appropriate authorised third party in the possession of the Company or any documents relating thereto for all sums payable by the Consignor to the Company and for that purpose shall have the right to sell any such Consignment by public auction or private treaty without notice to the Consignor.
17.
 - (i) The Consignor shall not tender for carriage or storage any volatile or explosive goods, or goods which are or may become dangerous, inflammable or offensive (including radioactive materials) or which are or may become liable to damage any property whatsoever without presenting a full description disclosing the nature of such goods, and in any event shall be liable for all loss and damage caused thereby. This includes all fines, penalties and costs associated with any non-disclosure by the Consignor or an authorised third party.
 - (ii) If in the sole opinion of the Company the Consignment becomes or is liable to become of a dangerous, inflammable, explosive, volatile, offensive or damaging nature the same may at any time be retained, destroyed, disposed of, abandoned or rendered harmless by the Company without compensation to the Consignor and without prejudice to the Company's rights to any charges hereunder and at the cost of the Consignor.
 - (iii) The Consignor warrants that it has complied with all laws and regulations relating to the nature, packaging, labelling, storage or carriage of the Consignment and that the Consignment is packed in a manner adequate to withstand the ordinary risks
18. It is agreed that the Consignor shall be responsible for the conformity of any containers packaging or pallets with any requirements of the Consignee and for any expense incurred by the Company arising from any failure to so conform.
19. It is agreed that no servant or agent of the Company nor any other person has any power to waive or vary any of these terms and conditions unless such waiver or variation is in writing and signed by any executive officer of the Company.
20. No claim for compensation or damages in respect of any loss of or damage to or destruction of the Consignment may be made against the Company unless notice of the claim is lodged in writing to the Managing Director of the Company or his authorized delegate within seven (7) days after delivery was effected or would in the ordinary course of business have been effected, or where the service supplied consists of storage, within seven (7) days of the Consignor becoming aware of the loss, damage or destruction of the Consignment.
21. Notwithstanding any other provision hereof other than clause 26, the Company shall in any event be discharged from all liability whatsoever in connection with the Consignment unless suit is brought within two (2) months after delivery was effected or would in the ordinary course of business have been effected, or where the service supplied consists of storage, within two (2) months after the collection of the Consignment from the Company or the date that collection would in the ordinary course of business have been effected.
22. Any dispute arising under this Contract shall be governed by the laws of Victoria and shall be determined exclusively by the courts of Victoria or by the court of the Company's choice.
23. Goods are accepted by the Company subject to the condition that the Company accepts no responsibility for the collection of cash on delivery or any other payments on behalf of the Consignor or any other person. When goods are tendered by any person with instructions for the Company to collect any such payments the Company shall not be bound by such instructions notwithstanding that the company may accept those goods as tendered and perform other services of carriage, forwarding or storage in relation to those goods.
24. All the rights, immunities and exemptions from liability in these terms and conditions shall continue to have their full force and effect in all circumstances and notwithstanding any breach of this contract or of any of these terms and conditions by the Company or any other person entitled to the benefit of such provisions and irrespective of whether such may constitute a fundamental breach of contract or a breach of a fundamental term.
25. It is hereby agreed that if any provision or part of any provision of this contract is unenforceable such unenforceability shall not effect any other part of such provision or any other provision thereof.
26. The Consignor acknowledges that it is aware of and understands any applicable legislation relating to the disposal of uncollected goods and confirms that its place of abode for the purpose of that legislation is that set out on the documentation evidencing this contract.
27. Notwithstanding anything herein contained this contract is subject to the Competition and Consumer Act 2010 (as amended) if and to the extent that this Act implies a warranty into this contract and prevents the exclusion, restriction or modification of any such warranty.
28.
 - (i) The Consignor hereby undertakes on its own behalf or as agent or representative of any person, firm or company whether directly or indirectly or in any beneficial capacity not to solicit or entice the Subcontractor of the Carrier to carry out any works on behalf of himself or any other person or entity other than by way of the Carrier herein.
 - (ii) The Carrier and the Consignor agree that if the Consignor on its own behalf or as agent or representative of any person, firm or company directly or indirectly engages the Subcontractor of the Carrier to carry out any works on behalf of any other person or entity independently of the Carrier the consignor will pay \$25,000 to the Carrier.

I/We have read and agree to accept these Terms and Conditions of Trade which are shown on this application form and acknowledge payment is required 14 days from date of invoice.

Printed Name _____ Position _____ Signature _____ Date _____



Dear Customer,

RE: FreightSafe Warranty Service

As a new customer with Total Logistic Solutions, we value the opportunity and thank you.

As part of our standard service offering we are delighted to introduce the FreightSafe Warranty program to you. This program has been designed to provide our customers with an additional service guarantee against loss or damage up to \$1,500.00 at a nominal rate of \$5.00 per consignment.

The program is administered by FreightWise Services Pty Ltd who have more than 16 years experience in managing these programs on behalf of freight organisations. The benefits of the Freight Safe Warranty Program include quick claim settlement and no excess applied to the amount claimed.

This solution allows us to compensate you for those isolated incidents of damage or loss up to the first \$1,500.00 at a rate that will make commercial sense to both of our organisations.

Should you however be satisfied to bear the full risk of loss or damage to consignment yourselves, please complete the Warranty Registration Form as per below and no fee will be levied.

If you have any queries regarding this or any other of our services, please call me on

03 9314 8886

Kind regards,

Doug Painter

Doug Painter

Director



FreightSafe Warranty Registration Form

Customer Account Name

We hereby select our FreightSafe Warranty option to be applied to our account for all consignments.

Please tick one box only.

<p>AUTOMATIC FREIGHTSAFE WARRANTY OF \$1,500</p> <p>YES WE REQUIRE AN AUTOMATIC FREIGHTSAFE WARRANTY OF UP TO \$1,500 OF THE COST PRICE OF THE CONSIGNMENT (EXCL GST) FOR A FEE OF \$5.00 EX GST PER CONSIGNMENT.</p>	<input type="checkbox"/>
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<p>NO, WE DO NOT REQUIRE THE AUTOMATIC FREIGHTSAFE WARRANTY ON OUR CONSIGNMENTS.</p> <p>WE HEREBY ACCEPT THAT BY DECLINING THE FREIGHTSAFE WARRANTY SERVICE, ALL GOODS ARE CONSIGNED WITHOUT THE AUTOMATIC FREIGHT WARRANTY AND ARE DONE SO AT OUR OWN RISK AND WE AGREE NOT TO HOLD TOTAL LOGISTIC SOLUTIONS LIABLE FOR ANY LOSS OR DAMAGE NOW OR IN THE FUTURE.</p>	<input type="checkbox"/>
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We confirm that we have read and accepted the Automatic FreightSafe Warranty Terms and Conditions, which form part of Total Logistic Solutions Standard Terms and Conditions of cartage. A copy of these is attached and we confirm that we have accepted them in full.

I hereby acknowledge that I am duly authorized to sign on behalf of the company.

Name

Title Telephone

Signature Fax number

Date E-mail address



FreightSafe Warranty

Once the Customer has paid to the Carrier the warranty charge for the applicable level of FreightSafe Warranty, the Carrier will provide to the Customer a warranty against loss or damage to Goods during the Carriage and while the Goods are in the possession of the Carrier, subject to the limitations and exclusions set out hereunder (the "FreightSafe Warranty").

The FreightSafe Warranty applies to all goods consigned on each Customer's unique account number. Customers cannot elect which consignments the FreightSafe Warranty will apply to and the FreightSafe Warranty will apply to an account completely, or not all.

FreightSafe Warranty Claims

Any claim under the FreightSafe Warranty for damage to or loss of Goods ("Claim") must be made in writing on a claim form supplied by the Carrier. Claims must be sent to

Post: Retail Freight Services Pty Ltd ATF Total Logistics Solutions

Attn: Claims Administrator

Lot 3 / 27 Alick Road

Tottenham

Victoria 3012

or faxed to (03) 9318 9996

or e-mailed to warranty@tls.net.au



The Customer must notify the Carrier in writing of any Claim within the following time limits:

- a) where the Receiver has indicated in writing on the consignment note or has records that they have informed Total Logistic Solutions that loss or damage has occurred in respect of the Goods, within fourteen (14) days from the date of delivery of the Goods to the Delivery Address;
- b) where the Receiver has acknowledged that the Goods have been delivered and received in good order and condition, within forty eight (48) hours from the date of delivery of the Goods to the Delivery Address;
- c) in respect of Claims for non-delivery, within fourteen (14) days after the date of dispatch specified for that consignment.

The Customer may only make one (1) Claim per consignment .

The Customer must provide to the Carrier with any Claim, documentary evidence acceptable to the Carrier (for example, receipt, valuation or tax invoice) as proof of value of the Goods.

Where the customer makes a valid Claim and there are outstanding amounts owed by the Customer to the Carrier, the Carrier reserves the right to pay the Claim either directly to the Customer or as a credit to the Customer's account.

Claims will only be paid by the Carrier in respect of any consignment after the Customer has paid all outstanding Freight Charges in respect of that consignment.

FreightSafe Warranty Limitations

The FreightSafe Warranty is subject to the following limitations:

1. Claims are limited to loss of or damage to the Goods only. For the avoidance of doubt, the FreightSafe Warranty does not cover any consequential loss or damage suffered by the Customer as a result of loss or damage to the Goods.
2. The maximum amount that may be claimed from the Carrier under the FreightSafe Warranty is the lesser of:
 - a) the FreightSafe Warranty Limitation Amount (for the avoidance of doubt, where no FreightSafe Warranty has been selected by the Customer the FreightSafe Warranty Limitation Amount shall be zero); and
 - b) the cost price of the Goods, as supported by documentary evidence acceptable to the Carrier (for example receipt, valuation or tax invoice from the seller of the Goods).
3. GST and freight charges relating to the consignment covered by the FreightSafe Warranty shall not be included in the calculation of any amount payable under the FreightSafe



4. Warranty in respect of the Goods and any payment by the Carrier arising out of any Claim made by the Customer will be exclusive of GST.
5. Where a claim has been paid in full for goods damaged, the Carrier reserves the right to take possession of the goods as salvage and to dispose of such goods as it sees fit.

FreightSafe Warranty Exclusions

The Carrier will not be liable for any Claims made by Customers in any of the following circumstances:

1. Where the Customer has not selected a level of FreightSafe Warranty to apply to the consignment or has not paid the FreightSafe Warranty charge;
2. Where the Customer fails to submit the Claim to the Carrier within the relevant time limits set out above
3. Where the Carrier is in possession of an unendorsed proof of delivery form for the consignment;
4. Where the Goods consigned are Excluded Goods;
 - a) "Excluded Goods" means Dangerous Goods and each of the following items:
 - i. currency; negotiable instruments; jewellery; gemstones; wrought or unwrought metals; antiques; works of art; securities; drugs; weapons; living animals or plants; refrigerated/perishable goods; household and personal effects; second hand goods, cigarettes, tobacco and tobacco products; and any valuable documents;
5. Where the Carrier in its reasonable opinion considers the Packaging of the Goods to be inadequate for rail or road transportation;
6. Where the Goods are determined by the Carrier to have been defective prior to the Carriage;
7. Where damage, mechanical failure or other operational defect in the Goods could not, in the reasonable opinion of the Carrier, have been caused by the Carriage;
8. Where the Carrier fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of the Carrier's own employees or those of others and whether or not the Carrier could have avoided the same by acceding to the demands of the employees responsible for such action), acts of God, war, terrorism, fire, flood, embargo, litigation, acts of government or any agency instrumentality or any political subdivision thereof or any other cause beyond the control of the Carrier;
9. Where the goods have been lost or damaged as a result of derailments, collisions, overturning;



10. Where the Goods have been returned to the Carrier without a bar-coded consignment note and label from the Carrier or otherwise than in accordance with the controlled returns procedure of the Carrier;
11. Where the Goods returned to the Carrier have not been scanned into the pickup depot of the Carrier;
12. Where the Carrier has not been responsible for the total Carriage of the Goods to the Delivery Address;
13. Where the Goods have not been packed in the original manufacturer's packaging or the equivalent;
14. Where the Delivery Address is a post office box, a roadside drop or postal mail box.

Amendments to Terms and Conditions of Contract

The Carrier reserves the right to amend these terms and conditions of contract from time to time, without prior notice to the Customer.

I hereby acknowledge that I have read and accepted the terms and conditions of the FreightSafe Warranty Program.

Name

Title Telephone