



## CUSTOMER CONTACT PROFILE

Registered Business Name:				_____			
Trading as:				_____			
Street Address:				_____			
				_____			
Postal Address:				_____			
				_____			
Phone:	( )	_____		Mobile Phone:	_____		
Fax:	( )	_____		Email:	_____		
Website Address				_____			

<b>General Manager</b>			
Name _____			
Phone	_____		Fax _____
Mobile	_____		Email _____
_____			
_____			

<b>COMPANY PERSONNEL RESPONSIBLE FOR</b>			
<b>ACCOUNTS PAYABLE</b>			
Name _____			
Phone	_____		Fax _____
Mobile	_____		Email _____
<b>LOCAL DISTRIBUTION / IMPORTS / CUSTOMS CLEARANCES</b>			
Name _____			
Phone	_____		Fax _____
Mobile	_____		Email _____
<b>INTERNATIONAL FREIGHT FORWARDING / EXPORTS</b>			
Name _____			
Phone/Mobile	_____		Fax _____
		Email _____	



## **TERMS AND CONDITIONS OF APPLICATION:**

1. Quoted rates will remain firm at date of dispatch. Ultimate Transport Solutions Limited ("UTS") reserves its right to alter rates from time to time by notification to the customer.
2. The customer consents to UTS or its nominee making inquiries of and obtaining information (whether such information is personal, confidential or privileged) from any person whatsoever in relation to the financial standing and credit worthiness of the customer. If requested to by UTS the customer will co-operate in ensuring that any information requested by UTS about the financial affairs of the customer, is promptly provided to UTS.
3. This authority for the provision of information shall remain in force for as long as the customer has a credit facility with UTS or until the customer ceases owing UTS any money (which ever shall occur the later).

## **CONDITIONS OF CONTRACT OF CARRIAGE**

### **Preliminary**

1.0 This contract shall be at "limited carriers risk" pursuant to the Carriage of Goods Act 1979 ("the Act") unless the parties or their agents otherwise agree/authorise in writing that the contract shall be at the "owners risk".

1.1 All terms used in this contract shall have the meanings set out in the Act.

1.2 Where the conditions contained in this contract differ from the provisions of the Act then so far as the parties are able to so contract this contract prevails over any statutory provision and the parties are deemed to have contracted out of the provisions of the Act.

1.3 The terms and conditions set out here shall prevail over the terms and conditions set out in any document used by the customer, the owner or by any other person having an interest in the goods and purporting to have contractual effect. In the event that the UTS authorises or instructs another carrier to carry goods for the customer on behalf of the UTS then such carriage will be deemed to have been carried out pursuant to the terms and conditions of this contract and this contract will prevail over the terms and conditions customarily used by the other carrier. UTS shall not be bound by any agreement purporting to vary these conditions unless such agreement is in writing and signed by an authorised representative of UTS.

### **Notices**

2.0 Any notice to be given under this contract by either party shall be in writing and delivered by hand or by post to the registered office or address for service of the other party noted on the register at the Companies Office or, in the case of the customer, to the usual or last known residence or place of business of the customer and any notice sent by post shall be deemed to be received by the other party at the time when it would have been delivered in the ordinary course.

### **Freight, Interest and Debt Collecting**

3.0 UTS may charge freight by weight, measurement or value, and may at any time re-weigh 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.

3.1. Payment is due as prearranged with Ultimate Transport Solutions Ltd. Failing payment by due date the customer shall pay interest on outstanding moneys at the rate of 2% per month or part thereof from the time of carriage.

3.2 In addition the customer agrees to reimburse to UTS any solicitor's fees or debt collection agency fees and any disbursements incurred by UTS in collecting or attempting to collect outstanding moneys.

3.3 The goods are accepted subject to a general lien for all charges now due or which may hereafter become due to UTS on any account. If the lien is not satisfied within seven (7) days of such payment being due UTS having given notice of the lien may at its option either:

- (i) Remove such goods or part thereof and store them in such place and manner as UTS shall think proper and at the risk and expense of the customer or as the case may be.
- (ii) 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.

#### **Proof of Delivery (POD) Requests**

4.0 UTS will provide to the customer, free of charge, POD's requested within three months of the delivery date. An administrative charge will be applied for all POD requests received after three months from date of delivery.

#### **Freight Forward**

5.0 Every special instruction to the effect that charges shall be paid by the consignee shall be deemed to include a stipulation that if the consignee does not pay all the said charges immediately upon delivery of the goods then the consignor will pay the said charges when called upon to do so by UTS.

#### **Carriers Liability**

6.0 In any case subject only to any provision of the Act which precludes UTS from limiting or excluding its liability:

- (i) UTS shall not incur any liability whatsoever for any direct indirect consequential damage or loss caused by deterioration negligence omission willful act misdelivery non-delivery delay loss of market or by any instructions advice information of service given or provided to any person whether in respect of the goods subject to this contract or otherwise nor shall UTS be liable for any third party claim against UTS or the customer howsoever or whensoever arising.
- (ii) Section 15(1) of the Act applies to limit liability where the Act precludes exclusion of liability.

#### **Refusal of Carriage**

7.0 UTS reserves the right to refuse to carry goods for any person or to carry any type of class of goods.

#### **Notice of Claims**

8.0 UTS shall be under no liability whatsoever unless:

- (i) Written notice of any claim, giving reasonable particulars of the event giving rise to the claim and any alleged damage or loss is received by UTS within seven days of the date of dispatch.
- (ii) An action has been commenced by the customer or the owner of the goods in a Court of competent jurisdiction within three months of delivery, or in the case of non-delivery within three months and seven days of the date of dispatch.

8.1 The above provisions replace Sections 18, 19 and 20 of the Act which shall not apply to this contract.

#### **Carriage of Goods including Dangerous Goods**

9.0 The goods shall be safely and properly packaged, labelled and documented by the customer in accordance with current legislative requirements. Failure to safely and properly package, label or document goods as aforesaid shall render the customer liable for any loss or damage caused by such goods and, acceptance of the goods for carriage without discovery of any defect or lack thereof shall not exclude or diminish any liability on the part of the customer.

9.1 Any fees, penalties, fines or costs imposed upon UTS in respect of the carriage or storage of dangerous goods for any breach or infringement of the law relating to the storage labelling or carriage of dangerous goods shall be refunded to UTS by the customer unless the said breach was caused solely by UTS's neglect or default.

**Penalties, Fees, Fines and Charges**

10.0 UTS relies on the customer's estimation of the weight of the goods and the cubic measurement of the goods. In the event that any penalty, fee or fine for exceeding road user licenses or axle weights is imposed by the Police or any Court or by any Government Agency on UTS as a direct or indirect result of any misdescription by the customer then the customer will indemnify UTS in respect of such penalty, fine or fee.

10.1 The customer expressly warrants that if because of a breach by the customer of any term in this contract, or of any statutory or regulatory, loss or damage occurs to any other person or their property, or to any property belonging to UTS (including any vehicle) then the customer will meet the full costs of such damage or loss and the customer will further fully indemnify UTS in respect of any claim by any third party in respect of any loss suffered by any third party.

10.2 Any expenses charges duties or tolls paid by UTS for or on behalf of the customer will be forthwith refunded by the customer to UTS.

**Indemnity by Contracting Party**

11.0 The customer will take all reasonable care in the description, labelling and packaging of the goods and will give all necessary instructions and information to UTS to enable the safe and legal carriage of the goods.

11.1 In the event that this term is breached by the customer and loss, damage or penalty is thereby occasioned to UTS or to any third party the customer will indemnify UTS for the full amount of damage or loss including all incidental expenses and including UTS's solicitor client costs.

**CREDIT REFERENCES:**

**Name:**

**Addresses:**

**Phone:**

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\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
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**Acceptance of all Terms and Conditions**

I confirm that I am a duly authorised officer of the customer and the information supplied on this form is true and accurate to the best of my knowledge.

I have read and understand the terms and conditions printed below and confirm that the customer agrees to be bound by those terms and conditions.

The customer acknowledges and agrees that the conditions of contract of carriage set out below shall apply to all contracts for carriage of goods. In addition for customers who are Sole Traders and Partnerships confirm that: I/We have read and understand the Privacy Act 1993 disclosure and consent form attached and have accepted and authorise the conditions contained therein.

SIGNED: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
(On Behalf of Applicant)

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

**PRIVACY ACT 1993  
DISCLOSURE AND CONSENT**

I/WE:

Authorise Ultimate Transport Solutions or parent/subsidiary thereof (UTS) to collect any information it reasonably regards as necessary for its credit enquiry and control purposes, from any reputable credit agency(s) [or debt collection agency(s)] and/or from any other person(s) or corporate body(s) as it considers appropriate, and

Authorise any reputable credit agency(s) [and/or debt collection agency(s)] to provide UTS with any information which may reasonably be regarded as necessary for UTS credit enquiry and/or control purposes, and Authorise UTS to provide, to any reputable credit agency(s) [and/or debt collection agency(s)] and/or any other person(s) or corporate body(s), in response to any credit enquiries by them, details of this credit application and of any dealings following on from it.

I/We also acknowledge that I/We do not have to provide UTS with any information, but that if I/We do not, it may affect their decision whether or not to give or continue giving me/us supply on credit terms. I/We understand that I/We have certain rights under the Privacy Act 1993, to access and correct any information UTS holds about me/us.

SIGNATURE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME (Print): \_\_\_\_\_ NAME (Print): \_\_\_\_\_

DATE: \_\_\_\_\_