

Kwickaz Group Pty Ltd

KWICKAZ LOGISTICS PTY LTD
A.B.N. 72 601 527 511

KWICKAZ EXPRESS PTY LTD
A.B.N. 56 604 846 095

KWICKAZ TAXI TRUCKS PTY LTD
A.B.N. 52 609 838 566

KWICKAZ DISTRIBUTION PTY LTD
A.B.N. 15 611 044 323



KWICKAZ

We Know Freight

P.O. Box 2973 Rowville, Victoria, 3178
Ph: 1300 KWICKAZ (1300 5942529) Fax: 03 9763 9200
Email: accounts@kwickaz.com.au
www.kwickaz.com.au

CREDIT APPLICATION FORM

COMPANY NAME	<input type="text"/>		
TRADING NAME	<input type="text"/>		
ACN	<input type="text"/>	ABN	<input type="text"/>
BUSINESS ADDRESS	<input type="text"/>	P/CODE	<input type="text"/>
POSTAL ADDRESS	<input type="text"/>	P/CODE	<input type="text"/>
BUSINESS TELEPHONE	<input type="text"/>	AFTER HOURS TELEPHONE	<input type="text"/>
MOBILE TELEPHONE	<input type="text"/>	FACSIMILE	<input type="text"/>
WEEKLY EXPENDITURE	<input type="text"/>	TYPE OF BUSINESS	<input type="text"/>
AUTHORISING OFFICER	<input type="text"/>	POSITION HELD	<input type="text"/>
EMAIL	<input type="text"/>		
ACCOUNTS CONTACT	<input type="text"/>	EMAIL	<input type="text"/>
DESCRIPTION OF RATES & SERVICES	<input type="text"/>		

TRADE REFERENCES:

1)	<input type="text"/>	CONTACT	<input type="text"/>	PHONE	<input type="text"/>	FAX	<input type="text"/>
2)	<input type="text"/>	CONTACT	<input type="text"/>	PHONE	<input type="text"/>	FAX	<input type="text"/>
3)	<input type="text"/>	CONTACT	<input type="text"/>	PHONE	<input type="text"/>	FAX	<input type="text"/>

BY SIGNING THIS APPLICATION I CONFIRM THAT I HAVE READ AND AGREE TO THE CONDITIONS OF CARRIAGE WHICH ARE SHOWN ON THE FOLLOWING PAGES OF THIS CREDIT APPLICATION AND UNDERTAKE THAT THE ACCOUNTS WILL BE PAID IN FULL 7 DAYS FROM THE DATE OF INVOICE.

AUTHORISED BY	<input type="text"/>	DATE	<input type="text"/>
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KWICKAZ GROUP PTY LTD REPRESENTATIVE	<input type="text"/>	DATE	<input type="text"/>
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WE ARE NOT COMMON CARRIERS - SEE TERMS AND CONDITIONS PAGES 2 – 8 ATTACHED



Terms and Conditions

1. Application and interpretation

- 1.1. These Terms & Conditions apply to the engagement of any of the following KWICKAZ companies, The KWICKAZ Group Pty Ltd (ACN 609 595 468), KWICKAZ Logistics Pty Ltd (ACN 601 527 511), KWICKAZ EXPRESS Pty Ltd (ACN 604 846 095), KWICKAZ TAXI TRUCKS Pty Ltd (ACN 609 838 566) and KWICKAZ DISTRIBUTION Pty Ltd (ACN 611 044 323) ('**KWICKAZ**') by you ('**the Consignor**') for the supply of freight management, customs broking and any other services ('**Consignment Services**') offered by KWICKAZ from time to time.
- 1.2. In these Terms and Conditions, unless otherwise specified:
 - 1.2.1. '**Consignment Note**' includes bills of lading, sea waybills and air waybills as the context requires.
 - 1.2.2. '**Carrier**' means a freight carrier contracted by KWICKAZ for the provision of the Consignment Services for the Consignor.
 - 1.2.3. '**Storage**' means any and all services undertaken or procured by KWICKAZ or the Carrier on the Consignor's behalf in relation to the warehousing of the Consignor's goods, but does not include the collection of the goods or their delivery when taken out of storage.
 - 1.2.4. '**Goods**' means any goods, including the packages containing those goods and shipping or other transport containers, which are the subject of the services provided by KWICKAZ to the Consignor under these Terms and Conditions or any other agreement.
 - 1.2.5. '**Quotation**' means the quotation attached to these Terms and Conditions.

2. Carriers

- 2.1. The Consignor acknowledges that KWICKAZ may not be the actual carrier of the Consignor's goods and freight will be forwarded in accordance with these Terms and Conditions and the Carrier's terms and conditions of trade. The method of carriage and/or storage shall remain at the discretion of KWICKAZ and the Consignor authorises KWICKAZ to adopt any method of carriage and/or storage which may vary from that instructed or agreed if required. Neither KWICKAZ nor the Carrier nominated for the provision of service is a common carrier and no liability will be accepted as such.
- 2.2. The Consignor acknowledges that KWICKAZ may refuse at its sole and absolute discretion to accept Goods of any class or type or any Goods of any Consignor, for handling, storage, carriage, transport or any other purpose without assigning any reason.
- 2.3. The Consignor hereby authorizes KWICKAZ to engage a Carrier for the carriage and/or storage of any Goods. Any such arrangement shall be deemed to be ratified by the Consignor upon delivery of the Goods to the Carrier.

SIGNATURE CONFIRMING ACCEPTANCE OF THESE TERMS AND CONDITIONS

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P.O. Box 2973 Rowville, Victoria, 3178
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Email: accounts@kwickaz.com.au



3. Quotations

- 3.1. Quotations are valid for a period of six (6) months from the date of issue and are subject to the right of withdrawal or revision by KWICKAZ. If any changes occur in the rates of custom duties, freights, exchange, insurance premiums, warehousing, handling, carriage statutory fees or any other charges applicable to the Goods, the Quotations and charges are subject to revision accordingly by KWICKAZ.
- 3.2. KWICKAZ may otherwise vary any of these Terms & Conditions at any time. The Consignor's continued use of KWICKAZ's services will constitute acceptance of any such variation to these Terms and Conditions.

4. Storage

- 4.1. Pending forwarding and delivery, the Goods may be stored or otherwise held at any place and in such manner, at the sole discretion of KWICKAZ, and at the Consignor's risk and expense.
- 4.2. Storage charges will be applied in accordance with the Quotation attached to these Terms and Conditions.
- 4.3. Storage charges apply upon receipt of the Goods by KWICKAZ or the Carrier in accordance with the Quotation.

5. Insurance

- 5.1. Insurance cover is not included in the rates quoted. The Consignor shall insure the Goods against the risk of any loss, resulting from any damage, breakage, fire, theft, non-delivery, accident, act of God and/or any other usual or normal risks or hazards in the storage and/or warehousing of the Goods, with the Consignor's own insurer.
- 5.2. Please note that neither the Carrier nor KWICKAZ offers any insurance cover on any consignments unless cover is requested in writing and approved by KWICKAZ in writing prior to dispatch, storage and collection of the Goods by the Carrier. Any such insurance shall be at the Consignor's expense and will be in accordance with the conditions of insurance of the relevant insurer.
- 5.3. KWICKAZ is hereby exonerated to the maximum extent permitted by law from all liability of any loss, destruction or damage to the Goods covered by this clause.

6. Ownership of the Goods

The Consignor warrants that it is the owner of the Goods, the authorised agent for the owner of the Goods or is otherwise entitled to possess and part with the possession of the Goods. The Consignor indemnifies KWICKAZ from and against any claims against it associated with a breach of this warranty.

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7. Risk and Liability

- 7.1. The Goods are dispatched and/or held in storage by KWICKAZ or the Carrier at the Consignor's own risk.
- 7.2. KWICKAZ does not provide any warranty that the Goods the subject of the consignment will be delivered by any particular time
- 7.3. To the extent permitted by law, KWICKAZ excludes liability and responsibility in tort, for implied warranties and otherwise in so far as may be subject to the provision of the *Competition and Consumer Act 2010* (Cth) or similar State Acts, for any loss of and/or damage to or deterioration of the Goods the subject of the consignment for any reason including but not limited to the neglect or wilful conduct of the Carrier or third parties.
- 7.4. The Consignor agrees that any liability excluded or limited by a Carrier under its terms and conditions of trade shall apply to the same extent to KWICKAZ, provided that the exclusion or limitation of liability is permitted by law.
- 7.5. To the extent permitted by law, KWICKAZ shall not be liable for any indirect, consequential or special losses suffered.
- 7.6. Any liability of KWICKAZ is limited to the re-supply of the services by KWICKAZ or the payment of the reasonable costs of having the services re-supplied.
- 7.7. KWICKAZ relies solely on the information provided by the Consignor (or its employees and agents) regarding the goods being consigned when dealing with any Carrier, supplier, statutory authority or governmental body, including the Australian Customs and Border Protection Service. The Consignor indemnifies KWICKAZ against:
 - 7.7.1 any liability incurred by KWICKAZ as a result of misleading, inaccurate, incomplete or incorrect information supplied by the Consignor (or its employees or agents) to KWICKAZ; or
 - 7.7.2 any liability incurred by KWICKAZ under the *Customs Act 1901* (Cth) or any other law, other than liability incurred as a result of KWICKAZ's negligence.
- 7.8. Any amount payable by the Consignor to KWICKAZ pursuant to the indemnity in this clause may not be offset against any claim the Consignor may have against KWICKAZ.

8. Consignment Notes

- 8.1. It is a requirement when completing a Consignment Note or entering information into an electronic dispatch platform (whichever is applicable) that all weights, measurements, descriptions, and classifications are clearly and accurately recorded on the Consignment Note or in the electronic dispatch platform. It is hereby agreed that if weights and measurement are not recorded on the Consignment Note or in the electronic dispatch platform, then the Carrier can determine these, and the Carrier's determination shall be considered as final and binding on the Consignor. No further negotiation will be entered into, and no claims shall be accepted for any alleged incorrect charging. It is incumbent on the Consignor that all items consigned are clearly labeled with the Consignor's name and address, as well as the Consignee's full name and address.

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8.2. The Consignor hereby warrants the accuracy and completeness of all information provided or to be provided to KWICKAZ or the Carrier in entering into a transaction of any kind with KWICKAZ and/or the Carrier, and that it will provide to KWICKAZ and the Carrier adequate and accurate descriptions of the Goods as well as all descriptions, values and other particulars or information relating to the Goods, and any other information required by KWICKAZ and/or the Carrier, and that it has complied with all laws and regulations relating to the nature, packaging, labelling, storage or carriage of the Goods. The Consignor indemnifies KWICKAZ for any liability whatsoever as a result of or arising out of the failure of the Consignor to comply with these warranties.

9. Freight charges

Freight charges are specified in the Quotation using such methodology as KWICKAZ in its discretion deems appropriate (for example, weight, volume, distance or time). If KWICKAZ determines weight of freight to be an appropriate methodology to quote charges, the freight will be subject to their kilogram equivalents by multiplying the volume of the freight in cubic metres by a factor utilized by the nominated Carrier ("Volumetric Weight") or by calculating their kilogram equivalents using such other formula as is utilized by the Carrier from time to time. The freight charges shall be determined as the greater of the actual dead weight or the Volumetric Weight, unless otherwise stated in the Quotation. Item rates will be subject to maximum weights and volumes stated in the Quotation. Exceeding the weight or size limits on item rates will incur additional charges for the extra weight.

10. Payment

- 10.1. The Consignor must pay KWICKAZ all charges invoiced within the period specified on KWICKAZ's invoice in Australian dollars.
- 10.2. If any amount is outstanding after fourteen (14) days then KWICKAZ may charge interest on the outstanding amount at the rate specified from time to time by the *Penalty Interest Rate Act 1983 (Vic)*.
- 10.3. If payment is not made by the due date then the Consignor agrees to pay KWICKAZ any costs (including legal costs), charges or expenses incurred by KWICKAZ in relation to the recovery of outstanding amounts.
- 10.4. If any amount is paid to KWICKAZ in a currency other than Australian dollars, then KWICKAZ may charge the cost of exchanging the amount paid to Australian dollars. If the net amount received in Australian dollars is less than the amount charged to the Consignor, then the Consignor will be liable for the balance.

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11. Security Interests

11.1. Lien

- 11.1.1. Without prejudice to the rights of KWICKAZ at common law the Goods and all documents relating thereto which come into possession or under the control of KWICKAZ shall be subject to a special and general lien which secures all sums payable to KWICKAZ by the Consignor including any indebtedness to KWICKAZ from whatever cause by the Consignor in so far as permitted by law.
- 11.1.2. KWICKAZ may at any time and without notice to the Consignor stop or suspend performance of the services while monies due to KWICKAZ from the Consignor remains unpaid. This right is additional to any right or rights conferred upon KWICKAZ by these Terms and Conditions and any statute.
- 11.1.3. If the monies due to KWICKAZ have been due and owing for a period of 60 days or more, then KWICKAZ shall have the right to sell the Goods by public auction or private treaty for the purposes of recovering the amount owing.

11.2. Personal Property Securities Act

The Consignor agrees that KWICKAZ may register a security interest pursuant to the *Personal Property Securities Act 2009* (Cth) ('PPSA') over the Goods in KWICKAZ's possession or control and KWICKAZ may, at the Consignor's expense, apply for any registration, or give any notification, in connection with this security interest, including registration under the PPSA for whatever collateral class KWICKAZ thinks fit. The Consignor consents to any such registration or notification.

11.3. Indemnity

The Consignor indemnifies KWICKAZ against any and all loss suffered by KWICKAZ as a result of KWICKAZ's failure to register, or apply to register, the Goods the subject of the consignment under the PPSA.

12. Claims

Any claims by the Consignor in respect of invoices charged must be made within seven (7) days of receipt of an invoice from KWICKAZ for the services provided. KWICKAZ reserves the right to reject/refuse any claims made after this period. All claims must be supported with a copy of the Consignment Note in question, and a copy of the applicable invoice, as well as any additional supporting documentation, to verify the Consignor's claim. Claims are always subject to the respective Carrier's approval.

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13. Dangerous goods

- 13.1. In this clause “dangerous goods” includes goods that are noxious, dangerous, hazardous, flammable, explosive, radioactive or likely to cause damage to any property or person.
- 13.2. The Consignor warrants that the Goods provided for carriage and/or storage are not dangerous goods. Dangerous goods will not be shipped unless prior approval in writing is obtained from KWICKAZ. The Consignor indemnifies KWICKAZ from and against any claims, losses or expenses that KWICKAZ suffers as a result of a breach of this warranty.

14. Termination

- 14.1. KWICKAZ may terminate these Terms and Conditions by notice in writing if:
 - 14.1.1 the Consignor breaches these Terms and Conditions and does not rectify the breach within seven (7) days of receiving a written request that it be rectified;
 - 14.1.2 an order is made that the Consignor be wound up;
 - 14.1.3 an administrator, receiver or controller is appointed to the Consignor; or
 - 14.1.4 the Consignor otherwise becomes insolvent.
- 14.2. The Consignor may terminate these Terms and Conditions by notice in writing if:
 - 14.2.1 an order is made that KWICKAZ be wound up;
 - 14.2.2 an administrator, receiver or controller is appointed to KWICKAZ; or
 - 14.2.3 KWICKAZ otherwise becomes insolvent.

15. Rates

Any quotes in respect of rates provided by KWICKAZ constitute confidential information of KWICKAZ and may not be disclosed without its consent. During the period of these Terms and Conditions and for six (6) months after any services are provided by KWICKAZ the Consignor agrees not to approach, deal with or use any “nominated Carriers” for the purposes of such nominated Carrier carrying or transporting the Consignor’s goods. For the purposes of this clause, “nominated Carriers” means and includes any Carriers whom KWICKAZ has engaged to carry or transport the Consignor’s Goods in the preceding eighteen (18) month period.

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16. Credit worthiness

For the purposes of assessing credit worthiness for the collection of payments from the Consignor, the Consignor hereby irrevocably authorizes KWICKAZ, its servants and agents to make such enquiries as it in its absolute discretion deems necessary, including, but not limited to making enquiries by obtaining reports (as may be allowed by law) from persons nominated by the Consignor as trade references, the Consignor's creditors, bankers and financiers, credit providers, mortgage and trade insurers and credit reporting agencies ("Information Sources"). The Consignor agrees and consents to:

- (a) the Information Sources providing KWICKAZ such information as is requested by KWICKAZ and permitted to be given by law for the aforesaid purposes; and
- (b) KWICKAZ disclosing the contents of any credit report or personal information to a credit reporting agency for the purposes of the credit agency creating or adding to any credit information file in relation to the Consignor.

17. Compliance with laws

The Consignor shall comply with all applicable laws and Government regulations and directions including those relating to the packing, carriage, storage, customs clearance, delivery, inspection or other services in respect of the Goods, and shall furnish such information and provide such documents as may be necessary to comply with such laws and regulations. KWICKAZ shall not be liable to the Consignor for loss or expense due to the Consignor's failure to comply with this provision and will indemnify KWICKAZ for any expense incurred by KWICKAZ in so complying.

18. Governing law

These Terms & Conditions are governed by the law of the State of Victoria. The Consignor submits to the exclusive jurisdiction of the courts of the State of Victoria and courts entitled to hear appeals from these courts.

19. Rates exclusive of taxes and charges

The rates quoted are exclusive of any government taxes or Carrier surcharges or levies that may be imposed or become payable at some future time and for which the Consignor will be liable for. GST is not included in the rates quoted and will be applied to each invoice at the current rate of **10%**.

20. Modification and Severability

The Consignor agrees and acknowledges that:

- (a) all the provisions of these Terms and Conditions are reasonable in all the circumstances and that each provision is and will be deemed to be severable and independent; and
- (b) if all or any part of any provision is judged invalid or unenforceable in all the circumstances, it will be deemed to be deleted and will not affect the validity or enforceability of the remaining provisions.

21. Waiver

KWICKAZ shall not be bound by any arrangement or waiver purporting to vary these conditions unless such arrangement or waiver shall be in writing and signed on behalf of KWICKAZ by an authorised person of KWICKAZ.

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