



SIENALEX
TRANSPORT PTY LTD

14 DAY COMMERCIAL CREDIT ACCOUNT

TERMS AND CONDITIONS



These Account Trading Terms and Conditions, along with the "Terms and Conditions of Trade – Shipping Container Transport" and "General Freight & Linehaul Trading Terms & Conditions" documents and the Credit Application, form part of any credit agreement between Sienalex Transport Pty Ltd ("Sienalex Transport") and its customers ("Customer"). By applying for credit and/or placing orders with Sienalex Transport, the Customer acknowledges and agrees to be bound by all terms and conditions contained within these documents.

1. DEFINITIONS In these conditions:

- "Address" means the address given by the Sender to Sienalex Transport to which the Consignment is to be delivered.
- "Sienalex Transport" means Sienalex Transport Pty Ltd (ACN 602 877 252) its officers, employees, agents and where applicable, subcontractors, and the subcontractor's officers, agents and employees.
- "Charges" means charges set by Sienalex Transport and payable by the Sender to Sienalex Transport in consideration of Services provided to the Sender, including but not limited to:
 - a. costs caused by delays that are not the fault of Sienalex Transport;
 - b. taxes, fines and duties including customs and excise duties payable by Sienalex Transport to the Consignment;
 - c. any goods and services tax;
 - d. all other costs and expenses incurred in the provision of the Services including demurrage at the rate charged by the railway or shipping authority; and
 - e. Charges referred to in this Contract.
- "Consignment" means the goods accepted from the Sender, its officers, employees and agents together with any containers, packaging or pallets supplied by or on behalf of the Sender and used in relation to provision of the Services.
- "Damage" means any loss of, damage to, deterioration of, or misdelivery of, or non-delivery of, or delay in Delivery of the Consignment and includes consequential economic or ancillary loss damage, expense or liability.
- "Delivery" means delivery of the Consignment to the Address.
- "Due date" means any date within Thirty (30) days from the day on which Charges are earned.
- "Person" includes a natural person, firm, corporation, government authority or other body or organisation.
- "Receiver" means the Person their officers, employees and agents to whom the Sender consigns, sends or directs the Consignment.
- "Sender" means the Person with whom Sienalex Transport contracts to provide Services.



- “Services” means the whole or part of the operations and services undertaken by Sienalex Transport in connection with the Consignment including but not limited to, the collection, loading, unloading, carriage, transportation, Delivery and storage of the Consignment, and use of Sienalex Transport’s intellectual property.

2. GENERAL

- The Customer agrees to comply with and abide by the terms and conditions of this agreement.
- Any order placed by a Customer is deemed to be an order incorporating these terms and conditions and these terms and conditions shall prevail over all conditions in the Customer’s order or acceptance to the extent of any other or acceptance to the extent of any inconsistency, unless expressly agreed to by the Supplier in writing.
- All goods and services sold to the Customer by the supplier are sold on these terms and conditions, unless otherwise expressly varied by the supplier in writing.
- This contract is governed by and is constructed in accordance with the laws of the State of Perth, Western Australia. The parties hereby submit to the exclusive jurisdiction of the courts of Perth.
- The supplier does not agree to any terms of “Liquidated Damages” either expected or implied and any such charges shall not be applicable to any order requested by the Customer for any sums of money at any time.

3. PAYMENT / ACCOUNT TERMS

- All goods and services supplied by the Supplier to the Customer shall be paid for in full by the Customer no later than 14 days from Invoice date issued by the supplier. (“the Due Date”)
- The Supplier reserves the right to vary the terms of payment and to require payment in cash in full prior to delivery should the credit worthiness of the Customer at any time become in the Supplier’s opinion unsatisfactory.
- The Customer must pay all legal costs, stamp duties, other expenses, costs or disbursements (including but not limited to any dishonored cheque fees, debt collection agency fees and solicitor’s fees), incurred by the Supplier in connection with or as a result of the Customer failing to perform any of their covenants and obligations contained within this Application or these trading terms and conditions.
- If the Supplier is not paid for any goods on the Due Date, without prejudice to any other right remedy, all outstanding money shall bear interest on daily balances until paid at a rate of interest per annum equal to 5% in excess of the maximum interest rate charged by the ANZ Bank on unsecured overdraft accounts and such money together with all interest shall be recoverable forthwith from the Customer.
- The Supplier shall be entitled to add to any invoice, the cost of any valid GST, stamp duty and sales, excise, value added, consumption or other tax imposts applicable to the sale transactions.



4. NOTICES

Notice to be given by the Customer to the Supplier shall be delivered personally to the Accountant of the Supplier or by email to the email address noted on the credit application which these terms accompany. Notice to be given to the Customer by the Supplier may be delivered personally, or sent to the Customer's last known address or email address noted on the credit application which these terms accompany. Unless the contrary is proved, shall be taken as delivered on the second business day following posting or on the day of sending in the case of email. Invoices and statements are deemed received by the Customer on the second business day after posting by ordinary prepaid post or on the day of sending in the case of email.

5. MISUSE OF ACCOUNT

The Customer will ensure no unauthorized persons use the account. If the Customer's business is sold the Customer will immediately close the account to prevent misuse and will remain liable for the account until written notification of change of ownership of the business has been received by the Supplier.

6. ACKNOWLEDGMENT AND AUTHORISATION BY CUSTOMER

6. 1 The customer acknowledges that the information provided in the application is the basis for the evaluation by the Supplier of the financial standing and credit worthiness of each of the signatories (and the incorporated body) and does hereby:
- a. certify that the information provided in this application is true and correct.
 - b. authorize the Supplier to make such enquiries and receive such information from the bankers and business referees mentioned in this application and otherwise from anyone as the Supplier may reasonably consider necessary,
 - c. acknowledge that he Supplier has informed me/us, in accordance with the Privacy Act 1988 as amended, that certain items of personal information, including an opinion, about me/us are permitted to be kept on a credit information file and might be disclosed to credit reporting agencies,
 - d. in accordance with the Privacy Act 1988 as amended
 - i. agree to the Supplier obtaining from a business which provides information about the commercial credit worthiness of persons, information concerning my/our commercial activities or commercial credit worthiness and using such information for the purpose of assessing whether to accept me/us as guarantors as the case may be,
 - ii. authorise the Supplier to exercise my/our rights of access to credit information files and credit reports.
 - e. Agree that these authorizations shall continue to have effect for the duration of the period during which credit or commercial is provided or sought by the Customer from the Supplier.



7. 2 In the case of a Trustee Company, the Customer acknowledges and agrees that the Trustee shall be liable on the account and that in addition the assets of the Trustee shall be available to meet payment of the account.

7. NOT A COMMON CARRIER

- Sienalex Transport is not a common carrier and accepts no liability as such. All Services are provided subject to these conditions and Sienalex Transport has discretion to refuse to provide Services to any Person or of any class of goods;
- Sienalex Transport relies on the details supplied by the Sender but does not verify or admit the accuracy of the details. A signature by Sienalex Transport is merely acknowledgement of the items received.

8. SUB-CONTRACTING Sienalex Transport may have a sub-contractor or sub-contractors perform all or any part of the Services. Sienalex Transport act as the agent and trustee for sub-contractors who have the benefit of these conditions as if this Contract was entered into by the sub-contractor.

9. LAWS, CUSTOMS AND REGULATIONS

- The Sender warrants that the Consignment complies with all the applicable laws, customs and other government regulations of any Federal, State or Territory of Australia.
- The Sender is liable for any taxes and duties levied in respect of the Services.
- In respect of contracts made in Queensland:

10. ENTIRE AGREEMENT This Contract is the entire agreement between Sienalex Transport and the Sender. No purported variation or modification of this Contract will have any effect unless it is in writing and signed by an authorised agent of Sienalex Transport.

11. SEVERABILITY If any part of this Contract is unenforceable that part is severed from the Contract with the rest remaining in full force.

12. PROPER LAW AND JURISDICTION This Contract is governed by the laws of Western Australia and where applicable, the laws of the Commonwealth of Australia and the parties submit to the non-exclusive jurisdiction of the Courts of Western Australia. Any proceedings against Sienalex Transport must be instituted within six (6) months of the cause of action arising. Time is of the essence for this clause.