



**Terms of Trade**

I Hereby apply on behalf of the Customer for a Credit Account to be opened with TransMS PTY LTD T/as Transport Management Solutions (the Supplier). In consideration of the Supplier agreeing to open such a Credit Account:

1) I Warrant that I am an authorised person able to make this application on the Customer’s behalf.

2) I acknowledge that the Supplier has advised the Customer that:

(a) The Supplier is able to gain access to the information supplied in this Application from Mercantile and Credit Reporting Agents, Banks or any other organisation as may be deemed necessary.

(b) If there is any default by the Customer in making payment to the Supplier, the information collected in this agreement, together with information as to the amounts claimed by the Supplier to be owing from time to time by the Customer to the Supplier and legal or other steps taken by the Supplier to recover such amounts, (all of which information and any related information is called “the default information”) may be furnished by the Supplier to its members and their employees from time to time.

(c) THE SUPPLIER and / or its agent may therefore disclose all or any of the default information to other members of its industries, employee or agents.

(d) The Customer further authorises the Supplier to make all the necessary enquires with authorities to establish credit worthiness.

3) The Customer herby further acknowledges and agrees as follows:

(a) To accept the Supplier’s recommended Transport Company, Agents and Subcontractor Terms and Conditions of carriage.

(b) That TMS recommended Transport Company and/or Agent may determine the total weight and/or total cubic size and/or value of all goods that are consigned by, reweighing or re measuring and charge the greater of the two (2) in accordance with the new weight and/or measurements.

(c) All charges for services within the terms of this quotation will be processed on a weekly Invoice/statement and will be due and payable within 7 days.

(d) That, neither the Supplier nor any carriers, Agent, or Subcontractor used are Common Carriers and no liability is accepted for damage, loss, etc.

(e) The Customer further acknowledge and accept the cubic conversion of 250KG per cubic meter unless otherwise agreed and documented in the quotation and that all required service, sending locations and destinations have been included in the quotation.

(f) I /we have read, understood and agreed to be bound by the Service Agreement - General Terms and Conditions as published in TMS website , [www.tmsonline.com.au](http://www.tmsonline.com.au) (copy attached hereto) and any amendments made from time to time.

4) I warrant that the information provided by me in this Application is true and correct.

Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Full Name 1 \_\_\_\_\_

Signature 1 \_\_\_\_\_

Full Name 2 \_\_\_\_\_

Signature 2 \_\_\_\_\_