

## CONTRACT OF ENGAGEMENT

This agreement made                      day of                      2009

**BETWEEN**

**TLS Transport Pty Ltd A C N 093 666 043 of P O Box 2397 North Ringwood  
3134 (“the Freight Broker”)**

**And**

\_\_\_\_\_ Pty Ltd A C N \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ Post Code \_\_\_\_\_

**(“the customer”)**

**Whereas the Freight Broker arranges transportation rates with various Transport Carriers (“freight carriers”) for the benefit of customers and the customer wishes to engage the Freight Broker to provide it with transport carriers’ rates with the additional services provided by the Freight Broker, the customer has by the signing of this agreement engaged the Freight Broker and accepted the rates as stated in this agreement on the following terms and conditions.**

### TERMS AND CONDITIONS

1. Freight charges are quoted on a rate per kilogram basis. Light and /or bulky freight will be subject to their kilogram equivalents by multiplying the volume of the freight in cubic meters by a factor of 250m<sup>3</sup> (“Volumetric Weight”). The freight charges shall be determined as the greater of the actual dead weight or the Volumetric Weight, unless otherwise stated in this quotation. Exceeding the weight or size limits on items will incur a multiple charge. Rates are held firm until \_\_\_\_\_.
2. The customer is responsible for and obliged to accurately record and complete all consignment notes with accurate weights, measurements, descriptions and classifications. In the event the weights, measurements and classifications are not recorded on any consignment note the freight carrier shall record the weights, measurements and classifications and the freight carriers record on the consignment shall be a final determination of the record and the customer shall be bound to that determination and no claim arising out of the determination may be made by the customer. The customer is also responsible for accurately recording his/its name and address and the name and address of the consignee and any loss arising as a consequence of the customer recording an inaccurate name or address shall be borne by the customer.

-----  
Customer Initials:

-----  
Freight Broker Initials:

3. In the event that freight is to be forwarded via a third party, the customer (consignor) is responsible for and obliged to clearly state on the consignment note the on forwarding freight carrier's full name and address in the customer (consignor)(receiver) section of the consignment note. In the event that the consignee named on the consignment note has stated the ultimate destination in the consignor's (receiver) section of the consignment note then the freight carrier has the right to charge for the freight to the delivery zone as stated in the customer's (consignor's) (receiver's) section of the consignment note, whether or not delivery was made to that zone. The customer shall be liable for the sum of \$20.00 per consignment note for any on forwarding documentation charges that may be charged by the freight carrier.
4. Neither the Freight Broker nor the freight carrier nominated for the provision of service is a common carrier and no liability will be accepted as such. Freight is forwarded in accordance with these Terms and Conditions of contract. Insurance cover is not included in the rates quoted. Neither the Freight Broker nor the freight carrier offer any insurance cover on any consignment unless cover is requested in writing and approved by the Freight Broker prior to dispatch and collection of the goods by the freight carrier. The Freight Broker requires written approval from its office prior to any insurance cover becoming effective. Items are dispatched at the customer's own risk.
5. Trading terms are strictly \_\_\_\_\_ days from the issue date on the invoice. The freight broker charges shall be deemed fully earned as soon as the Goods are loaded and dispatched and shall be payable and non-refundable in any event. If the customer fails to pay the Freight Broker the charges, as and when they become due and payable interest shall be incurred by the customer from the due date on the invoice to the date of payment at the rate of 3% higher than the interest rate quoted by the Commonwealth Bank of Australia as its Base Rate for Commercial Bills and interest shall be calculated daily.
6. Any claims by the customer in respect to charges on the invoices must be made within seven (10) days of the date of the invoice. The Freight Broker reserves the right to reject/refuse any claims made after that date. All claims must be supported with a copy of the contested consignment note, copy of the applicable invoice and any other supporting documentation.
7. A Demurrage charge will apply in cases where the drivers waiting time is more than 30 minutes. Charges for Demurrage are \$ \_\_\_\_\_ per hour
8. All rates are reciprocal.
9. Proof of deliveries (POD) is available on request. A surcharge of \$10.00 will apply for a copy of a POD if required after 3 months from despatch date.

-----  
Customer Initials

-----  
Freight Broker Initials

10. If the finance copy of the consignment notes is required attached to the Invoice/Statement, a fee of \$15.00 per Invoice/Statement page thereof applies.
11. When a consignment involving pallets requires the driver to unload the freight by hand due to the unavailability of a forklift, a fee of \$\_\_\_\_\_ per pallet will apply.
12. Rates in this proposal are based on an agreed minimum net weekly average trading of \$1,000.00. The rate proposal may be withdrawn or subject to re-negotiation if the average weekly trade does not comply with the agreed trading figure.
13. If a consignment is refused at point of delivery, due to incorrect consignment note details or incorrect order delivery requirements that require a re-delivery, a fee of \$\_\_\_\_\_ per consignment will apply
14. A Surcharge of \$\_\_\_\_\_ applies per consignment where dangerous goods are despatched. All consignments containing dangerous goods must be accompanied by the appropriate EPG information. Failure to declare a consignment as dangerous will result in the consignment being held at the Freight Broker's depot for the customer to arrange alternative transportation. A fee of \$\_\_\_\_\_ per day for each day the consignment remains at the depot will apply.
15. Pick up and deliveries outside normal working hours, i.e. Monday – Friday 8am to 5pm, will attract a Surcharge of \$\_\_\_\_\_ per delivery.
16. It is the responsibility of the customer to indicate service type required by marking in the appropriate box on the consignment note. Failure to indicate service may result in Premium Service being charged.
17. Pallets (Chep or Loscam) remain the responsibility of the consignor and will not be exchanged unless prior arrangements made.
18. The quoted rates do not include GST. A legislative Goods and Services Tax applies and the current rate of 10% will be added to the customer's invoice.
19. Credit claims will only be accepted up to 14 days from date of invoice.
20. Any fuel surcharge made by any freight carrier during the term of this contract shall be payable by the customer.
21. The customer acknowledges that the commercial information shown on the quotation attached to this agreement is Confidential Information. The customer covenants and agrees with the Freight Broker that the Confidential Information provided to the customer shall be (i) kept strictly secret and confidential at all times, (ii) will not without the written consent of the Freight

Broker disclose or divulge to any third party in any manner whatsoever the Confidential Information, (iii) will not without the prior written consent of the Freight Broker be photocopied or reproduced in any way and (iv) will not be retained following the completion of the commercial relationship between the customer and the Freight Broker.

22. The customer acknowledges that it is aware that any breach of clause 21 will result in the Freight Broker suffering loss and damage. The customer agrees with the Freight Broker to indemnify and keep the Freight Broker indemnified against any direct loss or damage the Freight Broker may suffer or incur arising from any breach of this agreement by the customer. In this regard the customer acknowledges that injunctive relief would be an appropriate remedy for the Freight Broker to seek in the event of it becoming aware of a breach of this agreement.

Executed as an Agreement:

\_\_\_\_\_  
Authorised Officer  
TLS Transport Pty Ltd

\_\_\_\_\_  
Authorised office  
Pty Ltd

**ALL INSERTED PRICES ARE TO BE INITIALLED BY BOTH PARTIES  
UPON SIGNING THIS AGREEMENT**

**TO THE CUSTOMER**

**TAKE NOTICE:**

The above terms and conditions exclude or limit liability for certain losses or damages that may occur in the carriage of the customer's goods. The customer is advised to read the terms and Conditions carefully and to take legal advice if deemed necessary. The customer in its own interest should consider purchasing external insurance cover to ensure that its property interest are fully protected