



Credit Application Form ⁷

Business Name:

Business Address:

Postal Address:

Phone Number: Fax: ABN:

Authorising Person: Position:

Accounts Contact: Position:

Email:

TRADE REF's:

1: Name: Phone: ABN:

2: Name: Phone: ABN:

3: Name: Phone: ABN:

I/We agree to pay our account within 14 days from invoice and am authorised to open a trading account with MF FREIGHT.

Signed: Date:

Print Name:

We are not Common Carriers. Please refer to our terms and conditions below.



1. Neither MF FREIGHT nor the freight carrier nominated for the provision of service is a common carrier and no liability will be accepted as such. We reserve the right to refuse to handle transport or store goods for you for any reason whatsoever regardless of whether or not we have the capacity to do so. Freight is forwarded in accordance with our Standard Terms and Conditions of Contract (attached).
2. Insurance cover is not included in the rates quoted. We recommend insuring your risk against any loss, resulting from any damage, breakage, fire, theft, non-delivery etc. with your own insurer. Please note that neither the carrier nor MF FREIGHT offers any insurance cover on any consignments unless cover is requested in writing and approved by MF FREIGHT prior to dispatch and collection of the goods, by the carrier. MF FREIGHT requires this in writing, prior to any cover becoming effective.
3. Items are dispatched at the consignor's own risk. MF FREIGHT is not liable for any loss, or damage arising from the supply or failure to supply services for any reason whatsoever including failure to deliver goods or misdelivery of goods, breach of agreement negligence, breach of duty as bailee including any consequential economic losses or loss of profits whether such losses are caused by our delay or otherwise.
4. It is a requirement when completing a consignment note that all weights, measurements, descriptions, and classifications are clearly and accurately recorded on the consignment note. It is hereby agreed that if weights and measurements are not recorded on the consignment note, 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, and no claims shall be accepted for any legal correcting. It is incumbent on the consignor that all items consigned are clearly labelled with the Consignors name and address, as well as the Consignee's full name and address.
5. Where freight is on forwarded to a third-party carrier, the consignment note must clearly reflect the on forwarding carriers full name and address on the consignor (receiver) section of the consignment note. Where the consignee has stated the ultimate destination in the consignor (receiver) section of the consignment note, then the carrier reserves the right to charge for the freight to the delivery zone as stated in the consigner (receivers) section of the consignment note, whether delivery was made to that zone.
6. 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 250m³ (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. Item rates will be subject to maximum weights and volumes stated in this quotation. Exceeding the weight or size limits on item rates will incur a multiple charge.
7. Any claims against invoice charges are to be made within 7 days of invoice receipt. MF FREIGHT have the right to refuse any claims made after that date. 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 your claim. Claims are always subject to the respective carrier's approval.
8. Goods of a dangerous nature may not be shipped unless prior approval, in writing is sought by MF FREIGHT. You hereby agree to inform MF FREIGHT if the goods are dangerous and agree to provide MF FREIGHT with a full description of the goods on the consignment note. It is your obligation to familiarise yourself with the AUSTRALIAN DANGEROUS GOODS CODE and inform us of anything that would constitute dangerous goods pursuant to that code. In addition to the Australian Dangerous Goods Code, dangerous goods for the purpose of these terms and conditions shall include any goods that are radioactive, environmentally hazardous, explosive, poisonous, contagious, flammable, or otherwise volatile or potentially volatile or of a nature which could cause physical harm to any person or property.

9. All Pre-paid products must be ordered through MF FREIGHT at least 48 hours before use is required. It is preferable that all orders are made in writing through your order number.
10. Payment for prepaid freight services is payable on delivery of the product. Consignment note services will be billed to you weekly and terms for your organisation will be net 14 days from date of invoice.
11. The quotation is Private and “Commercial in Confidential”, and remains the sole property of MF FREIGHT.
12. 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. GST is not included in the rates quoted and will be applied. Fuel surcharges may be applicable at varying percentages according to carrier and will be passed on at the carrier charge.
13. Rates quoted can be reviewed at any time and you will be notified in writing to any changes
14. Chain of Responsibility:
 - 14.1 The Carrier and the Customer acknowledge and agree that each of them have obligations under the Chain of Responsibility Law.
 - 14.2 Each party must comply with its obligations under the Chain of Responsibility Law.
 - 14.3 The Carrier must (and procure that its contractors and suppliers) comply with any directions, procedures or policies advised or notified by the Carrier to the Customer with respect to packing, securing, loading or unloading of the Goods or entry into, use of, or egress from, the Premises.
15. Carrier Relies on Information Supplied by the Customer

The Carrier relies on the details supplied to it by the Customer. The Carrier cannot verify those details and does not admit their accuracy or completeness and a signature or confirmation by the Carrier is only an acknowledgment of the number of items received. If the Goods are perishable Goods the Customer must advise the Carrier of this.
16. You acknowledge and agree that at no time within 12 months of ceasing to use the services of MF FREIGHT you will approach any freight supplier utilised or suggested by MF FREIGHT in the transportation of your goods.
17. You acknowledge and agree that; you have not breached any law or regulation in connection with the goods and that the goods can be handled lawfully; That you are the lawful owner of the goods; the packaging of the goods is your responsibility and the goods are appropriately packaged to withstand transport, storage and handling.
18. You agree indemnify and otherwise hold MF FREIGHT harmless from all losses, claims, action suits and demands howsoever arising, from any third party in connection with your goods including but not limited to all legal costs on a solicitor own client basis, and awards made by any court against us for any amount howsoever determined.
19. You acknowledge and agree and authorise us to claim a general lien and or specific over any goods in our possession and any documents relating to those goods which we have handles in any way on your behalf. Such lien shall apply until all amounts, fees charges and expenses payable to us are paid in full.



FREIGHT

20. This agreement is governed by the laws of Victoria, and you agree to submit to the jurisdiction of the courts of Victoria. You agree that any proceedings or other action commenced by you in relation to this agreement shall only be commenced in a Victoria Court.

21. Any term or condition or paragraph of this agreement, which is found, by any court or competent jurisdiction, to be unenforceable for any reason whatsoever shall be severed from these terms and conditions and to the fullest extent possible the remaining terms and conditions shall continue to have full force and effect.

22. TRADING TERMS 14 DAYS.



**Acceptance
Important Notice**

These Terms and Conditions exclude or limit liability for certain losses or damage that may occur in the carriage of your goods. They also contain indemnity that you agree to give us, you are therefore advised to read these conditions carefully, and to take legal advice if deemed necessary. We would advise you to consider purchasing external insurance cover to ensure that your interests where required are fully protected.

I on behalf of..... confirm that I am an authorised officer or have been duly authorised by the Sender to accept the above written proposal of Rates and Services and agree that the Sender will be bound by the Terms and Conditions of MF FREIGHT ABN 61 163 351 924 for which I acknowledge as having been provided and read.

Signature of authorised person Date.....