



REFRIGERATED CARRIERS
ABN: 31 190 711 430

F & S Romero Pty Ltd

PO Box 709

Sydney Markets NSW 2129

Ph: (02) 9764 5855

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Email: admin@betterlogistics.com.au

www.betterlogistics.com.au

Terms of Credit

The terms of credit stated below have been set by F&S Romero Pty Ltd ABN 31 190 711 430 T/A Better Logistics and The LMD family trust ABN 60 803 817 186 T/A Flying Fish Unloader, hereinafter referred to as "Better Logistics/ Flying Fish Unloaders" or "the companies".

- 1. These terms of credit should be read in conjunction with our schedule of rates. The conditions of cartage outlined on the back of our con notes are in addition to these terms of credit.*
- 2. Invoicing week runs from Friday to Thursday. Flying Fish Unloaders invoices run from Monday to Friday.*
- 3. All accounts are due and payable within fourteen (14) days from the date of receipt of invoice or as arranged and confirmed in writing by Better Logistics/ Flying Fish Unloaders. Disputes and/or claims do not constitute grounds for non-payment of amounts other than those in dispute. Breaches of these terms may result in late penalties being applied.*
- 4. Late penalties may incur a charge based on the ANZ Banking Group business overdraft rate current at the time the account becomes overdue.*
- 5. The applicant is not entitled to use the credit facility until it receives notice in writing from Better Logistics/Flying Fish Unloaders stating that the facility has been granted. Until the applicant receives such notice, any services that are supplied by Better Logistics or Flying Fish Unloaders to the applicant shall be on a cash basis.*
- 6. All transport related activity is charged by the pallet. Pallets exceeding the indicated weight and height will be charged pro rata of the pallet rate. The minimum invoice charge for Flying Fish Unloaders is the minimum carton quantity negotiated between the companies and the applicant.*
- 7. The insurance is the responsibility of the customer.*
- 8. GST is not included in the rates. GST will be charged to you at the legislated rate.*
- 9. A demurrage fee is applicable (as per the current rate structure) when waiting time at a loading or unloading site exceeds 30 minutes at the point of loading, 1.5 hours at major DC's and 30 minutes at all other delivery points. You will be notified in the event of extreme waiting time being incurred.*



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- 10. For pick-ups booked and not cancelled prior to the vehicle arriving, a futile charge equivalent to the appropriate pallet rate will be charged.
- 11. For incorrect delivery instructions a futile charge equivalent to the appropriate pallet rate will be charged and a further re-direction charge equivalent to the pallet rate.
- 12. Better Logistics/ Flying Fish Unloaders reserve the right to charge any additional levies or taxes if imposed upon us.
- 13. The maximum pallet size is a base of 1.2m x 1.2m x 1.2m high and the maximum weight for a pallet is 1000 kilograms Nett. Additional costs will apply for excess weight and height.
- 14. It is a requirement that when completing a consignment note that all amounts, weights, measurements, descriptions and classifications are clearly and accurately recorded on the consignment note. It is hereby agreed that if the information is not recorded at all or is recorded incorrectly on the consignment note, then Better Logistics/ Flying Fish Unloaders can determine these. The determination shall be considered final and binding.
- 15. The rates quoted will be held firm until the next rate review. Reviews are conducted in June and implemented 1st July each year. This is subject to any extra ordinary cost increases affecting the transport industry, in which case the "companies" reserve the right to review the rates. Notification will be given in writing when there is a change to the rate schedule.
- 16. The Applicant agrees that the laws of New South Wales shall apply to the Application and their dealings with the Company. The Applicant and the company consent to the jurisdiction of the relevant court in the said state.
- 17. Acceptance of this quotation can be acknowledged by signing the enclosed copy.

The above quotation and conditions
Are accepted on behave of:

Acceptance Date

Company

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Print Name

Signature