

CREDIT ACCOUNT APPLICATION

GST: 68-325-749

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Client's Details: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:				
Full or Legal Name:				
Trading Name: <i>(If different from above)</i>				
Physical Address:				Postcode:
Billing Address:				Postcode:
Email Address:				
Phone No:		Mobile No:		
<i>Please ensure that you provide two contact numbers, including a mobile number.</i>				
Personal Details: <i>(please complete if you are an Individual)</i>				
D.O.B.		Driver's Licence No:		
Business Details: <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>				
Company Number:		Date Incorporated: <i>(current owners)</i>		
Nature of Business:			GST No: <i>(if applicable)</i>	
Paid Up Capital: \$		Estimated Monthly Purchases: \$	Credit Limit Required: \$	
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged <i>(to whom):</i>				
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>				
(1) Full Name:			D.O.B.	
Private Address:				Postcode:
Driver's Licence No:		Phone No:	Mobile No <i>(required):</i>	
(2) Full Name:			D.O.B.	
Private Address:				Postcode:
Driver's Licence No:		Phone No:	Mobile No:	
Account Terms are 20 Days from EOM				
Purchase Order Required? <input type="checkbox"/> YES <input type="checkbox"/> NO		Accounts to be emailed? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Accounts Email Address:				
Accounts Contact:			Phone No:	
Bank and Branch:			Account No:	
Trade References: <i>(please provide companies that are willing to do trade references – NOT ITM, Placemakers, Carters, Bunnings, Mitre 10 (they do not provide these))</i>				
Name:	Address:		Phone / Fax / Email:	
1.				
2.				
3.				

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Taylor Bros Transport Limited which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. **I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.**

Client	Client Witness	Taylor Bros Transport
Signed:	Signed:	Signed:
Name:	Name:	Name:
Position:	Position:	Position:
Date:	Date:	Date:

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /

Taylor Bros Transport Limited – Terms & Conditions of Trade

<p>1. Definitions</p> <p>1.1 "Taylor Bros" means Taylor Bros Transport Limited, its successors and assigns or any person acting on behalf of and with the authority of Taylor Bros Transport Limited.</p> <p>1.2 "Client" means the person/s or any person acting on behalf of and with the authority of the Client requesting Taylor Bros to provide the Goods and/or Services (including any general cartage or wet hire) as specified in any proposal, quotation, order, invoice or other documentation, and:</p> <p>(a) if there is more than one Client, is a reference to each Client jointly and severally; and</p> <p>(b) if the Client is a Trust, shall be bound in their capacity as a trustee; and</p> <p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p> <p>1.3 "Goods" means all Services supplied by Taylor Bros to the Client at the Client's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).</p> <p>1.4 "Price" means the Price payable (plus any Goods and Services Tax ("GST") where applicable) for the Goods as agreed between Taylor Bros and the Client in accordance with clause 5 below.</p> <p>2. Acceptance</p> <p>2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.</p> <p>2.2 These terms and conditions may only be amended with the consent of both parties in writing and shall prevail to the extent of any inconsistency with any other document or contract between the Client and Taylor Bros.</p> <p>2.3 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.</p> <p>2.4 In the event that the Goods and/or Services provided by Taylor Bros are the subject to payment on behalf of the Client via a third party (including, but not limited to, multiple property owners and/or contributors), the Client acknowledges that at all times they will be responsible for the payment of any money due and payable and agrees to honour their obligation for payment in the event that the third party fails to make payment on behalf of the Client.</p> <p>3. Errors and Omissions</p> <p>3.1 The Client acknowledges and accepts that Taylor Bros shall, without prejudice, accept no liability in respect of any alleged or actual error/s and/or omission/s:</p> <p>(a) resulting from an inadvertent mistake made by Taylor Bros in the formation and/or administration of this contract; and/or</p> <p>(b) contained in/informed from any literature (hard copy and/or electronic) supplied by Taylor Bros in respect of the Services.</p> <p>3.2 In the event that an error or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of Taylor Bros, the Client shall not be entitled to treat this contract as repudiated nor render it invalid.</p> <p>4. Change in Control</p> <p>4.1 The Client shall give Taylor Bros not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact person or fax number, change of trustee or business practice). The Client shall be liable for any loss incurred by Taylor Bros as a result of the Client's failure to comply with this clause.</p> <p>5. Price and Payment</p> <p>5.1 At Taylor Bros' sole discretion the Price shall be either:</p> <p>(a) as indicated on any invoice provided by Taylor Bros to the Client; or</p> <p>(b) the Price as at the date of delivery of the Goods according to Taylor Bros' current price list; or</p> <p>(c) Taylor Bros' quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.</p> <p>5.2 Taylor Bros reserves the right to change the Price if a variation to Taylor Bros' quotation is requested. Variations will be charged for on the basis of Taylor Bros' quotation, and will be detailed in writing, and shown to Taylor Bros' nominated carrier. The Client shall be required to respond to any variation submitted by Taylor Bros within ten (10) working days. Failure to do so will entitle Taylor Bros to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.</p> <p>5.3 At Taylor Bros' sole discretion a non-refundable deposit may be required.</p> <p>5.4 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by Taylor Bros, which may be:</p> <p>(a) for certain approved Clients, twenty (20) days following the end of the month in which notification is posted to the Client's address or address for notices;</p> <p>(b) the date specified on any invoice or other form as being the date for payment; or</p> <p>(c) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by Taylor Bros.</p> <p>5.5 Payment may be made by cheque, bank cheque, electronic/banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Client and Taylor Bros.</p> <p>5.6 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Taylor Bros nor to the Client's nominated carrier. The Client's right of that invoice is in dispute.</p> <p>5.7 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to Taylor Bros an amount equal to any GST Taylor Bros may pay for any supply by Taylor Bros under this or any other contract for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.</p> <p>6. Delivery of Goods</p> <p>6.1 Delivery ("Delivery") of the Goods is taken to occur at the time that:</p> <p>(a) the Client or the Client's nominated carrier takes possession of the Goods at Taylor Bros' address; or</p> <p>(b) Taylor Bros (or the Client's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.</p> <p>6.2 At Taylor Bros' sole discretion the cost of delivery is in addition to the Price.</p> <p>6.3 The Client shall take delivery of the bulk Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that:</p> <p>(a) such discrepancy in quantity does not exceed 5%; and</p> <p>(b) the Price shall be adjusted pro rata to the discrepancy.</p> <p>6.4 Any time specified by Taylor Bros for delivery of the Goods is an estimate only and Taylor Bros will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Goods or Services to be delivered at the time and place as was arranged between both parties. In the event that Taylor Bros is unable to supply the Goods or Services as agreed solely due to any action or inaction of the Client (including the Client not being ready for delivery), then Taylor Bros shall be entitled to charge a reasonable fee for redelivery, mileage, storage, etc.</p> <p>7. Wet Hire</p> <p>7.1 Where Taylor Bros supplies equipment (including trucks) on a "wet" hire basis, the operator of the vehicle remains an employee of Taylor Bros and operates the equipment in accordance with the Client's instructions. Taylor Bros shall not be liable for any actions of the operator in following the Client's instructions.</p> <p>8. Risk</p> <p>8.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.</p> <p>8.2 If any of the Goods are damaged or destroyed following delivery prior to ownership passing to the Client, Taylor Bros is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Taylor Bros is sufficient evidence of Taylor Bros' rights to receive the insurance proceeds without the need for any person dealing with Taylor Bros to make further enquiries.</p> <p>8.3 If the Client requests Taylor Bros to leave Goods outside Taylor Bros' premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.</p> <p>8.4 The Client acknowledges that Goods supplied may show variations of grade, size, texture, shade, colour, surface, finish</p>	<p>markings, veining, and contain natural tissues, occlusions, and indentations. Whilst Taylor Bros will make every effort to match sales samples to the finished Goods Taylor Bros accepts no liability whatsoever for finished Goods that do not match the sales sample.</p> <p>8.5 The Client shall advise Taylor Bros the location of where the Goods are to be unloaded or spread on site, in which case, the Client shall ensure the Client's representative that advises or supervise the rate or speed required to achieve the desired outcome.</p> <p>9. Access</p> <p>9.1 The Client shall ensure that Taylor Bros has clear and free access to the delivery site at all times to enable them to deliver the Goods. Taylor Bros shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concrete) or to the Client's premises (including, without limitation, the negligence of Taylor Bros).</p> <p>10. Compliance with Laws</p> <p>10.1 The Client and Taylor Bros shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the works.</p> <p>10.2 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the works.</p> <p>10.3 Taylor Bros shall not be liable for any loss or damage as a result of the Client's agent or otherwise which may be imposed upon the Client from time to time pursuant to the Health & Safety at Work Act 2015 (the "HSW Act") arising out of the engagement. The parties agree that Taylor Bros shall not be the person who controls the place of work in terms of the HSW Act.</p> <p>10.4 In the event the Client requires an employee or sub-contractor of Taylor Bros to be on site for the purpose of the works, the Client will be liable to pay the hourly charges for that period. If any induction is needed to be undertaken prior to the commencement date then the Client shall be liable to pay Taylor Bros' standard (and/or overtime, if applicable) hourly labour rate.</p> <p>11. Title</p> <p>11.1 Taylor Bros and the Client agree that ownership of the Goods shall not pass until the Client has paid Taylor Bros all amounts owing to Taylor Bros; and</p> <p>11.2 (a) the Client has met all of its other obligations to Taylor Bros. Receipt by Taylor Bros of any form of payment other than cash shall not constitute payment until that form of payment has been honoured, cleared or recognised.</p> <p>11.3 It is further agreed that until ownership of the Goods passes to the Client in accordance with clause 11.1:</p> <p>(a) the Client is to be deemed to own the Goods and must return the Goods to Taylor Bros on request;</p> <p>(b) the Client holds the benefit of the Client's insurance of the Goods on trust for Taylor Bros and must pay to Taylor Bros the cost of the Client's insurance in the event of the Goods being lost, damaged or destroyed;</p> <p>(c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for Taylor Bros and must pay or deliver the proceeds to Taylor Bros on demand;</p> <p>(d) the Client shall not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of Taylor Bros and must sell, dispose or return the resulting product to Taylor Bros as its sole direct;</p> <p>(e) the Client irrevocably authorises Taylor Bros to enter any premises where Taylor Bros believes the Goods are kept and recover possession of the Goods;</p> <p>(f) Taylor Bros may recover possession of any Goods in transit whether or not they are in the possession of Taylor Bros;</p> <p>(g) the Client shall not charge or grant an encumbrance over the Goods nor grant or otherwise give away any interest in the Goods while they remain the property of Taylor Bros;</p> <p>(h) Taylor Bros may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.</p> <p>12. Personal Property Securities Act 1999 ("PPSA")</p> <p>12.1 The Client agrees that the terms and conditions in writing the Client acknowledges and agrees that:</p> <p>(a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and</p> <p>(b) a security interest is taken in all Goods and/or collateral (account) – being a monetary obligation of the Client to Taylor Bros for Services – that have previously been supplied and that will be supplied in the future by Taylor Bros to the Client.</p> <p>12.2 The Client agrees that:</p> <p>(a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Taylor Bros may reasonably require to register a financing statement or financing charge statement of the Client to the Personal Property Securities Register;</p> <p>(b) indemnify, and upon demand reimburse, Taylor Bros for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register or releasing any Goods charged thereon; or</p> <p>(c) register, or permit to be registered, a financing statement or a financing charge statement in relation to the Goods and/or collateral (account) in favour of a third party without the consent of Taylor Bros; and</p> <p>(d) immediately advise Taylor Bros of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.</p> <p>12.3 Taylor Bros and the Client agree that nothing in this clause 12.1(1)(a), 12.2 and 12.3 of the PPSA shall apply to these terms and conditions.</p> <p>12.4 The Client waives its rights as a debtor under sections 116, 120, 121, 122, 125, 129, 131 and 132 of the PPSA.</p> <p>12.5 Unless otherwise agreed to in writing by Taylor Bros, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.</p> <p>12.6 The Client shall unconditionally ratify any actions taken by Taylor Bros under clauses 12.1 to 12.5.</p> <p>13. Security and Charge</p> <p>13.1 In consideration of Taylor Bros agreeing to supply the Goods, the Client charges all of its interests (whether in part or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).</p> <p>13.2 The Client indemnifies Taylor Bros from and against all Taylor Bros' costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Taylor Bros' rights under this clause.</p> <p>13.3 The Client irrevocably appoints Taylor Bros and each director of Taylor Bros as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client's behalf.</p> <p>14. Defects</p> <p>14.1 The Client shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify Taylor Bros of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford Taylor Bros an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client fails to comply with these provisions the Goods shall be presumed to be free from any defect or damage or to conform to the description of the Goods as set out in writing that the Client is entitled to reject, Taylor Bros' liability is limited to either (at Taylor Bros' discretion) replacing the Goods or repairing the Goods.</p> <p>14.2 Goods will not be accepted for return other than in accordance with 14.1 above.</p> <p>14.3 Subject to clause 14.1, non-stockist items or Goods made to the Client's specifications are not acceptable for credit or return.</p> <p>15. Warranty</p> <p>15.1 For Goods not manufactured by Taylor Bros, the warranty shall be the current warranty provided by the manufacturer of the Goods. Taylor Bros shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.</p> <p>16. Consumer Guarantees Act 1993</p> <p>16.1 If the Client is acquiring Goods for the purposes of a trade or business, the Consumer Guarantees Act 1993 does not apply to the supply of Goods by Taylor Bros to the Client.</p> <p>17. Default and Consequences of Default</p> <p>17.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two</p>	<p>and a half percent (2.5%) per calendar month (and at Taylor Bros' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.</p> <p>17.2 If the Client overpays Taylor Bros' money the Client shall indemnify Taylor Bros from and against all costs and disbursements incurred by Taylor Bros in recovering the debt (including but not limited to internal administration fees, legal costs or in soiled and own client basis, Taylor Bros' collection agency costs, and bank disbursement fees).</p> <p>17.3 Further to any other rights or remedies Taylor Bros may have under this contract, if a Client has made payment to Taylor Bros, the Client shall be deemed to have made payment to Taylor Bros for the amount of the reversed transaction, in addition to any further costs incurred by Taylor Bros under this clause 17 where it can be proven that such reversal is found to be illegal, fraudulent or in soiled and own client basis, Taylor Bros' collection agency costs, and bank disbursement fees).</p> <p>17.4 Without prejudice to Taylor Bros' other remedies at law Taylor Bros shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Taylor Bros shall, whether or not due for payment, become immediately payable.</p> <p>22.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.</p> <p>22.2 Any contract to which any provision of these terms and conditions shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Tauranga Courts in New Zealand.</p> <p>22.3 Taylor Bros shall be under no liability whatsoever to the Client for any indirect, special, consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Taylor Bros of these terms and conditions, and:</p> <p>(a) the Client shall not be entitled to claim for liquidated sums, damages and consents and such time as the Client makes a claim is due to Taylor Bros' negligence; and</p> <p>(b) Taylor Bros' liability shall be limited to damages which under no circumstances shall exceed the Price.</p> <p>22.4 Taylor Bros may licence and/or assign all or any part of its rights and/or obligations under this contract without the written approval of Taylor Bros.</p> <p>22.5 Taylor Bros may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of Taylor Bros' sub-contractors without the authority of Taylor Bros.</p> <p>22.6 The Client agrees that Taylor Bros may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, unless the loss or expense suffered by the Client is a further request for Taylor Bros to provide Goods and/or Services to the Client.</p> <p>22.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party. Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.</p> <p>23. ADDITIONAL TERMS AND CONDITIONS OF CARTAGE</p> <p>23.1 Definitions</p> <p>"Sub-Carrier" means and includes:</p> <p>(a) any other person or entity with whom the Carrier may arrange for the carriage or storage of any Materials the subject of the contract; or</p> <p>(b) any person who is now or hereafter a servant, agent, employee or sub-contractor of any of the persons referred to in sub-clause 23.1(a).</p> <p>23.2 "Carrier" means the person to whom the Materials are to be delivered by way of the Services.</p> <p>23.3 "Materials" means any cargo to be moved from one place to another by way of the Services.</p> <p>23.4 Acceptance</p> <p>23.4.1 The Client expressly warrants to Taylor Bros that the Client is either the owner or the authorised agent of the owner of any Materials to be transported by Taylor Bros.</p> <p>23.5 Price and Payment</p> <p>23.5.1 Taylor Bros may charge freight by weight, measurement or value, and may at its own discretion, re-value or re-measure or require the Materials to be re-weighed, re-measured or re-measured and charge proportional additional freight accordingly.</p> <p>23.6 Taylor Bros is Not A Common Carrier</p> <p>23.6.1 Taylor Bros is not a Common Carrier and will accept no liability as such. All articles are carried or transported and all storage and other Services are performed by Taylor Bros subject only to these conditions and Taylor Bros reserves the right to refuse the carriage or transport of articles for any person, corporation or body, and the carriage or transport of any class of articles at its discretion.</p> <p>23.7 Dangerous Materials</p> <p>23.7.1 Unless otherwise agreed in advance in writing with Taylor Bros, the Client or the Client's authorised agent shall not tender for carriage or for storage any explosive, inflammable or otherwise dangerous Materials. The Client shall be liable for and hereby indemnify Taylor Bros for all loss or damage whatsoever caused by any dangerous Materials.</p> <p>23.8 Insurance</p> <p>23.8.1 The Client acknowledges that:</p> <p>(a) Taylor Bros is under no obligation to arrange insurance of the Materials and it remains the Client's responsibility to ensure that the Materials are insured adequately or at all; and</p> <p>(b) under no circumstances will Taylor Bros be under any liability with respect to the arranging of any such insurance and no claim will be made against Taylor Bros for failure to arrange or ensure that the Materials are insured adequately or at all.</p> <p>23.9 Risk</p> <p>23.9.1 The Client acknowledges that the Materials are transported at the Client's own risk. Taylor Bros shall not be under any liability for any loss or damage to the Materials whatsoever or howsoever arising (unless such loss or damage is due to the willful neglect of Taylor Bros). Taylor Bros' limitation of liability shall include all actions, proceedings, claims, demands, liabilities, either express or implied, and all costs, losses, losses of profit, damages and expenses whatsoever which may be taken against Taylor Bros or incurred or become payable by Taylor Bros.</p> <p>23.10 Route Deviation</p> <p>23.10.1 The Client shall be deemed to authorise any deviation from the usual route or manner of carriage of Materials that may in the absolute discretion of the Carrier be deemed reasonable or necessary in the circumstances.</p> <p>23.11 Charges Earned</p> <p>23.11.1 The Carrier's charges shall be considered earned in the case of Materials for carriage, as soon as the Materials are loaded and dispatched from the Client's premises.</p> <p>23.12 Demurrage</p> <p>23.12.1 The Client will be and shall remain responsible to the Carrier for all its proper charges incurred for any reason. A charge may be made by the Carrier in respect of any delay in excess of thirty (30) minutes in loading or unloading occurring other than from the default of the Carrier. Such permissible delay period shall commence upon the Carrier reporting for loading or unloading, Labour to load or unload the vehicle shall be the responsibility and expense of the Client or Consignee.</p> <p>23.13 Consignment Note</p> <p>23.13.1 It is agreed that the person delivering any Materials to the Carrier for carriage or forwarding is authorised to sign the consignment note for the Client.</p>
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