



TRADING ACCOUNT APPLICATION

Account setup and credit application
Forklift Co. Pty Ltd | ABN 31 685 852 000

COMPLETED BY

Name

Position

Date

Signature is completed once at the declaration on page 2.

1 BUSINESS & CONTACT DETAILS

BUSINESS DETAILS

Entity type
Company Partnership
Sole Trader Trust

Registered company name

Trading name

ABN

ACN

Business address

Postal address

Phone

Email

Website

Nature of business

Business commenced

Credit limit requested

BUSINESS CONTACTS

Primary contact

Contact phone

Contact email

Accounts payable contact

AP phone

AP email

Head office address

Head office phone

Head office email

PURCHASE ORDER

Required for every hire?

Yes

No

2 DIRECTORS / OWNERS / FINANCIAL CONTROLLER

Personal details below are requested for credit assessment. Complete Person 2 only if applicable.

PERSON 1

Full name

Position

Email

Home address

D.O.B.

Driver's licence

Mobile phone

PERSON 2 - IF APPLICABLE

Full name

Position

Email

Home address

D.O.B.

Driver's licence

Mobile phone



TRADING ACCOUNT APPLICATION

References, insurance and declaration
Forklift Co. Pty Ltd | ABN 31 685 852 000

3

TRADE REFERENCES - THREE REQUIRED (EXCLUDING FUEL SUPPLIERS)

REFERENCE 1

Company

Contact

Email

Phone

Length of trading relationship

Average monthly spend

REFERENCE 2

Company

Contact

Email

Phone

Length of trading relationship

Average monthly spend

REFERENCE 3

Company

Contact

Email

Phone

Length of trading relationship

Average monthly spend

I/We authorise Forklift Co. to contact the above trade references to verify credit history as part of this account application assessment.

4

INSURANCE / ASSET PROTECTION

Select one option. If no option is selected, Forklift Co. Asset Protection Levy will apply automatically.

OPTION 1 - Forklift Co. Asset Protection Levy

10% of the hire rate. For an approved claim, the hirer's liability is capped at the applicable excess.
Covers fire, theft and loss of hired equipment.
Customer damage or negligence is not covered.

OPTION 2 - Own hired-in plant insurance

Insurer

Policy no.

Contact

Phone

Email

If Option 2 is selected, a current Certificate of Currency specifically covering hired-in plant and equipment must be supplied to accounts@forkliftco.com.au.

5

DECLARATION & ACCEPTANCE

By signing below, I confirm that the information provided is true and correct; that I am duly authorised to sign this application and legally bind the applicant/company; and that I have read and agree, on behalf of the applicant/company, to Forklift Co. Pty Ltd's Terms and Conditions of Equipment Hire on page 3. I authorise Forklift Co. Pty Ltd to contact the trade references provided and to obtain and exchange credit information for the purpose of assessing and managing this trading account.

Full name

Position

Date

Company

Signature

RETURN COMPLETED APPLICATION

Email the completed and signed Trading Account Application to accounts@forkliftco.com.au.
If Option 2 is selected, also attach a current Certificate of Currency confirming cover for hired-in plant and equipment.



TERMS AND CONDITIONS OF EQUIPMENT HIRE

Forklift Co. Pty Ltd | ABN 31 685 852 000

1. Definitions

Contract Note: The document titled "Contract Note for Equipment Hire" attached to or referenced by these Terms.

Deposit: Any upfront amount payable by the Hirer as specified in the Contract Note.

Equipment: All items hired as listed in the Contract Note, including plant, vehicles, tools, attachments, accessories, manuals, replacement parts, and packaging materials. Equipment remains the property of Forklift Co. at all times.

Hirer: The individual or entity hiring Equipment from Forklift Co., including successors, assigns, employees, and agents.

Invoice: A bill issued to the Hirer detailing charges payable to Forklift Co.

Owner: Forklift Co. Pty Ltd ABN 31 685 852 000.

Total Charges: All fees payable to the Owner including but not limited to Hire Charges, delivery, taxes, and penalties.

A. General Terms

2. Payment Terms

2.1 Hire begins when Equipment leaves Forklift Co. premises and ends upon proper off-hire notification and return.

2.2 Minimum hire period is eight (8) hours.

2.3 All charges are exclusive of GST. GST is payable by the Hirer in addition to all other fees.

2.4 Hire Charges are based on an eight-hour day and accrue during weekends and public holidays. Additional usage may incur overtime fees.

2.5 Hire rates may change at Forklift Co. discretion but will not affect active contracts.

2.6 Deposits may be required and are forfeitable upon breach of these Terms.

2.7 Hirer must pay: a) All applicable government levies and duties, b) Standard delivery/collection fees, and c) Costs arising from breach of contract.

2.8 All Invoices must be paid within 30 days unless otherwise agreed.

2.9 Discounts are only valid if agreed in writing and void upon breach.

2.10 Overdue amounts incur interest at Forklift Co.'s bank overdraft rate.

2.11 Credit claims must be made within 30 days.

2.12 All reasonable costs and expenses incurred by Forklift Co. in recovering overdue amounts, including debt collection agency fees, legal costs and court costs, are payable by the Hirer.

3. Ownership

3.1 Equipment remains the sole property of Forklift Co.

3.2 Forklift Co. may inspect Equipment anytime during the hire period.

3.3 Hirer must not assign, lease, or sell Equipment without prior written consent.

3.4 Forklift Co. may assign or subcontract its rights and obligations under these Terms.

4. PPSA Compliance

4.1 These Terms constitute a Security Agreement under the PPSA.

4.2 If not registered, the Hire Period must not exceed: 90 days for serial-numbered Equipment; 12 months for other Equipment.

4.3 Hirer must assist Forklift Co. to perfect and maintain its security interest.

4.4 Forklift Co. may recover all costs of PPSA registration.

4.5 Hirer waives rights to notices and verifications under PPSA sections including but not limited to 95, 125, 130, 132, 135, 143.

4.6 Hirer must not create additional security interests without written consent.

4.7 Any sub-hire must be pre-approved and in writing.

4.8 Hirer grants Forklift Co. power of attorney to act on its behalf to ensure compliance.

4.9 These Terms act as a security agreement under the PPSA.

5. Late Return

Late returns incur additional daily charges. Equipment is only considered off-hired once Forklift Co. confirms receipt and issues an off-hire number. Hirer bears responsibility until collection.

6. Damage or Loss

6.1 Hirer must report damage/loss within 2 hours.

6.2 Unsafe Equipment must be immediately ceased from use and reported.

6.3 If Equipment is damaged due to misuse, Hirer covers repair/replacement costs.

6.4 Salvage costs are borne by the Hirer.

7. Hirer Obligations

Hirer agrees to: Pay all charges; inspect and accept Equipment upon delivery; use Equipment correctly and safely; ensure only qualified operators use the Equipment; maintain, clean and fuel Equipment; cover all tyre repairs/replacements; notify Forklift Co. of location changes or off-hire requests; follow all applicable laws and regulations; be responsible for safekeeping and return condition of Equipment; arrange for safe and timely loading/unloading; keep Equipment free from dangerous or illegal substances.

8. Warranties and Limitations

8.1 All warranties, express or implied, are excluded to the maximum extent permitted by law.

8.2 Forklift Co. liability is limited to repair, replacement or re-supply.

8.3 Forklift Co. is not liable for indirect or consequential damages.

9. Indemnity

Hirer indemnifies Forklift Co. for any third-party claims arising from Equipment use, including misuse, negligence, failure, or delivery issues.

10. Termination

10.1 Forklift Co. may terminate hire at any time.

10.2 Hirer must either return Equipment or request collection and receive an off-hire number.

10.3 If Equipment is returned in poor condition, hire charges will continue until rectified.

10.4 Forklift Co. may enter premises to repossess Equipment. Hirer indemnifies against all losses resulting from repossession.

10.5 Hirer must request stand-downs before 9am and receive approval from Forklift Co.

11. Insurance / Asset Protection Levy

11.1 For an approved claim under the Forklift Co. Asset Protection Levy, the Hirer's liability will be limited to the applicable excess specified in the Hire Contract, quotation or other hire documentation.

11.2 Hirer must maintain insurance covering full replacement value unless the Forklift Co. Asset Protection Levy is selected; minimum \$5 million in public liability.

11.3 Copies of policies must be provided upon request.

11.4 Refer to Hire Contract for specific insurance excess details.

11.5 Battery theft/loss is not covered by the Asset Protection Levy and must be paid in full by the Hirer.

12. Miscellaneous

12.1 Changes must be agreed in writing by Forklift Co.

12.2 Notices may be sent to the Hirer's last known address.

12.3 The signatory to the Contract Note warrants authority to bind the Hirer.

12.4 Invalid terms are severable and do not affect the rest of the agreement.

12.5 Obligations survive termination of hire.

12.6 These Terms represent the entire agreement.

12.7 Time is of the essence.

12.8 No waiver is valid unless in writing.

12.9 Written statements by Forklift Co. representatives are valid proof of account status.

12.10 Credit may be revoked without notice and become payable within 7 days.

B. Special Terms and Conditions

13. Any special terms relating to a specific hire shall be listed in the Contract Note and take precedence over these general Terms where applicable.

ACCEPTANCE OF TERMS

These Terms are accepted by the authorised signature in the Declaration & Acceptance section on page 2.