

OFFICE USE ONLY

Insert the Internal Troncs Branch completing the application

When completing strike out two companies,
as the application must be completed in the name
of only one Trading entity:

Troncs NQ Pty Ltd ABN 41 119 439 315
Gavotte Pty Ltd ABN 53 010 235 935
Halbituri Pty Ltd ABN 58 010 086 987

Trading as Troncs Transport Solutions

CREDIT APPLICATION FORM

Please tick division where account is required:-FNQ Warehouse Brisbane Interstate Toowoomba Melbourne

The Supplier reserves the right to check and verify all information supplied or available from any source and at its discretion approve or reject a Credit Account application.

COMPANY / TRUST NAME: _____ **ACN/A.B.N.:** _____

TRADING NAME/ACCOUNT NAME: _____ **(“The Customer”)**

Public Co	<input type="checkbox"/>	Sole Trader	<input type="checkbox"/>	Trust	<input type="checkbox"/>
Pty. Ltd.	<input type="checkbox"/>	Partnership	<input type="checkbox"/>		

Postal Address: _____

Physical Address : _____

Nature/Type of Business: _____

Telephone No: _____ Fax No: _____

Email: _____ Accounts Payable Contact: _____

Date Business Registered: _____ Business Registration Number: _____

If a trust Company – Name of Trust Company: _____

Date of Incorporation: _____ Where: _____

NOMINAL CAPITAL: _____ **PAID UP CAPITAL:** _____

Name & Residential Address of Directors/Proprietors/Partners:

Name: _____	Address: _____
Name: _____	Address: _____
Name: _____	Address: _____

ANTICIPATED CREDIT REQUIRED \$: _____

Trade References:

(1) _____	Phone Number: _____	Fax Number: _____
(2) _____	Phone Number: _____	Fax Number: _____
(3) _____	Phone Number: _____	Fax Number: _____

CONDITIONS OF CREDIT ACCOUNTS

In the event that this Credit Account is approved by Troncs Transport Solutions (Supplier), the customer (Customer) acknowledges and agrees:

- The Supplier may make the provision or continuation of credit conditional upon the provision to it of financial information required for credit assessment (including balance sheet and profit and loss statement) every 12 months and/or personal guarantees in a form satisfactory to it.
- All supplies will be subject to the Supplier's conditions of sale as set out in this document or as otherwise notified to the Customer from time to time.
- The Customer acknowledges and agrees that any credit facility granted may not be assigned, transferred or otherwise make that account available for use by any other corporation, person or organization and further acknowledges that any services provided by use of the credit facility or otherwise shall be paid for by the Customer.
- In order to secure the amount of the Customer's indebtedness from time to time outstanding to the Supplier and in consideration of the Supplier thoroughly considering this application the Customer hereby expressly consents to the Supplier registering a caveatable interest against any/all real property in which the Customer (including the proprietors/partners if applicable) has an interest and the customer further consents to such caveat(s) remaining on the property (ies) until such time as the full amount owing to the Supplier has been paid in full including all costs associated with registering and removing the caveatable interest.
- Costs incurred by the Supplier in recovering or attempted recovery of monies due, including solicitors costs (on a solicitors client/indemnity basis), will be a debt due to the Supplier.

6. If the Supplier considers it relevant to assess this application for commercial credit or to collect overdue payments in respect of that personal credit, I/we agree to the Supplier obtaining from a credit reporting agency and/or a credit provider, a current credit report containing personal credit information about me/us in relation to commercial credit provided by the Supplier.
7. If the Supplier considers it relevant to assess this application for personal credit or to collect overdue payments in respect of that personal credit, I/we agree to the Supplier obtaining a report about my/our commercial activities or commercial creditworthiness from a business, which provides information about the commercial creditworthiness of persons.
8. I/we agree that the Supplier may give to and seek from any credit providers named in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements. I/we understand that this information can include any information about my/our creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or received from each other under the Privacy Act. I/we understand the information may be used for the following purposes: to assess an application by me/us for credit; to notify other credit providers of a default by me/us; to exchange information with other credit providers as to the status of this account where I am/we are in default with other credit providers; and to assess my/our creditworthiness.

The following terms and conditions of sale shall apply to supply of services ("services") by Troncs Carrying Service ("Supplier") to another party. These terms and conditions of sale replace any previous terms and conditions of supply.

1. DEFINITIONS

Customer" means a person whose order to the supply of services is accepted by the Supplier.

2. INTERPRETATION

- a) The headings used do not form part of these terms and conditions and are for convenience only.
- b) Where the context admits or requires words importing the singular number shall include the plural number, those denoting a given gender shall include all other genders and those denoting natural persons shall include corporations.

3. GENERAL

- a) Unless otherwise agreed in writing by the Supplier, any terms and conditions of the Customer's order deviating from or inconsistent with these terms and conditions are expressly rejected by the Supplier. Any variations to these terms and conditions not expressly agreed to in writing by the Supplier are expressly rejected by the Supplier.
- b) The Supplier may vary these terms and conditions by notice in writing to the Customer. The Customer agrees that the supply of any services after the date of a notice of variation will be deemed to be an acceptance of such varied terms and conditions.

4. PRICING

- a) Notwithstanding any prior acknowledgement by the Supplier of the price of services, the prices specified for services may at the Supplier's option be subject to alteration to reflect the Supplier's prices and charges in effect at the time of delivery.
- b) Any variations in the invoice or contract price as a consequence of currency fluctuations, taxes, customs duty or other imports shall be to the Customer's account.
- c) The Supplier will be entitled to set off against any money owing to the Customer amounts owed to the Supplier by the Customer on any account whatsoever.

5. ACCOUNT TERMS

- a) The Customer shall pay for all services supplied in any calendar month within 30 days after the end of such month or on other terms as agreed in writing between the Customer and the Supplier.
- b) Credit extended to the Customer for all services sold will be made in accordance with the terms of credit as agreed by the Supplier at the time the Customer's account was established or as subsequently altered by the Supplier. In all other respects these terms and conditions will apply.
- c) If the Customer does not pay the Supplier by the due date, the Customer shall pay interest on monies due, charged on a daily basis at 15% per annum from the due date for payment until actual date of payment. If the Customer has an account with the Supplier, the Supplier may debit the Customer's account monthly or at such other times it chooses for such interest.
- d) The Customer shall pay any legal costs (on a solicitor/client indemnity basis), stamp duties and other expenses payable on these terms and conditions or any credit application, guarantee or other security documents signed by the Customer together with any collection costs or dishonoured cheque fees.
- e) The Supplier may withdraw the Customer's credit facilities at any time or vary the Customer's credit limit, without notice to the Customer or any guarantor of the Customer.

6. DEFAULT

- a) Should any of the following events occur then the Customer shall be taken to be in default under this agreement:
 - (i) Any default or failure by the Customer in making due and punctual payment to the Supplier of any moneys owing by the Customer;
 - (ii) An administrator, liquidator or provisional liquidator is appointed in respect of the Customer;
 - (iii) A receiver, receiver and manager, administrator or controller is appointed in respect of any assets or group of assets of the Customer;
 - (iv) The Customer goes into bankruptcy or is wound up;
 - (v) The Customer becomes, admits in writing that it is, or is declared by a court to be unable to pay its debts as and when they fall due, or
 - (vi) There is a breach by the Customer of any of these terms and conditions.
- b) In the event of any default by the Customer then all moneys payable by the Customer to the Supplier shall at the Supplier's election (without any notice to the Customer) become immediately due and payable notwithstanding the due date for payment shall not have expired.
- c) Should any default by the Customer occur the Supplier may without prejudice to any other rights it may have do any or all of the following:
 - (i) Withdraw any credit facilities that may have been extended to the Customer;
 - (ii) Withhold any further deliveries of services;
 - (iii) In respect of services already delivered enter onto the Customer's premises to recover and resell the services for its own benefit; and
 - (iv) Recover from the Customer the costs of materials or services acquired for the purpose of future deliveries.

7. GST

- a) In this clause the expressions "GST", "input tax credit", "tax invoice", "recipient" and "taxable supply" have the meanings given to those expressions in the *A New Tax System, (Goods and Services Tax) Act 1999*.
- b) With the exception of any amount payable under this clause 13, unless otherwise expressly stated all amounts stated to be payable by the Customer under these terms and conditions are exclusive of GST.
- c) GST is imposed on any supply made under or in accordance with these terms and conditions, the recipient of the taxable supply must pay to the supplier an additional amount equal to GST payable on or for the taxable supply. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this document, subject to the provision of a tax invoice.

a. TRUST AND TRUSTEES

- a) Where the Customer is a trustee the Customer agrees to produce a stamped copy of the trust deed (with all amendments) if and when requested by the Supplier.
- b) The Customer warrants that it has full power and authority to enter into this Agreement on behalf of the trust and that it shall be bound by these terms and conditions both personally and as trustee, irrespective of whether or not it discloses to the Supplier that it is a trustee at the time of entering into any credit agreement with the supplier

9. LAWS TO GOVERN AGREEMENT / JURISDICTION

Unless varied by notice in writing by the Supplier these terms and conditions shall be governed by and construed in accordance with the Laws of Queensland. In the event legal action is taken by the Supplier against the Customer the Customer hereby agrees that the most appropriate forum for any legal action arising out of or in respect of this agreement shall be the Courts of Brisbane in the State of Queensland and the Customers irrevocably submit themselves to the jurisdiction of the Courts of Brisbane in the State of Queensland notwithstanding that the Courts of another forum may also be an appropriate forum.

10. NOTICE

Notice to be given to the Customer by the Supplier may be delivered personally, or sent to the Customer's last known address and unless the contrary is proved shall be taken as delivered on the second business day following posting. Invoices and statements are deemed received by the Customer on the second business day after posting by ordinary prepaid post.

11. **SEVERANCE**

In the event that the whole or any part or parts of any provisions in this agreement should be held to be void or unenforceable in whole or in part such provision or part thereof shall to that extent be severed from these terms and conditions but the validity and enforceability of the remainder of these terms and conditions shall not be affected.

12. **SUB-CONTRACTING**

The Supplier reserves the right to sub-contract the supply of the services or any part thereof to a third party.
customer to enter the customer's premises (or any premises under the control of the customer or as agent of the customer in which the services are stored) and use reasonable force to take possession of the services without liability for the tort of trespass, negligence, assault and battery or payment of any compensation to the customer whatsoever.

13. **RISK**

Unless otherwise agreed in writing, risk in any goods carried by the Supplier shall not pass to the Supplier but shall remain with the Customer at all times.

14. **FORCE MAJEURE**

If by reason of any fact, circumstance, matter or thing beyond the reasonable control of the Supplier, the Supplier is unable to perform in whole or in part any obligation under this contract, the Supplier shall be relieved of that obligation under this contract to the extent and for the period that it is so unable to perform and shall not be liable to the customer in respect of such inability.

15. **CERTIFICATE**

A statement in writing signed by the Supplier's credit manager stating monies payable by the Customer to the Supplier shall be prima facie evidence of the amounts so payable.

16. **CHARGE OVER PROPERTY**

In the event that the Supplier commences to take action against the Customer pursuant to this agreement, such action either by way of issue of a letter of demand, a Court claim or other process, the Customer hereby expressly consents to the Supplier registering a caveatable interest against any/all real property in which the Customer has an interest. And the Customer further consents to such caveat(s) remaining on the property(ies) until such time as the full amount owing to the Supplier has been paid by the Customer. All costs associated with registering or removing any caveatable interest are the responsibility of and shall be recoverable against the Customer.

I/we are authorized by the Customer to apply for and execute this application for credit and I/we agree on behalf of the Customer to comply with the terms and conditions of sale and the conditions of credit accounts detailed in this credit application and as amended from time to time.

Signed: _____

Position: _____

Dated: / /

Name: _____
(Please print)

Signed: _____

Position: _____

Dated: / /

Name: _____

This application must be signed by the proprietors/ partners/ directors or their fully authorized officer. Any person signing as a duly authorized officer hereby warrants he is authorized to sign in this capacity

PERSONAL / DIRECTORS GUARANTEE AND INDEMNITY

This guarantee and indemnity must be signed wherever a company or business name is noted as the Customer on the application for credit. Further the Supplier may require an individual to provide an additional Guarantor/s in certain situations

1. In consideration of the Supplier agreeing to consider the Customer's application for credit and further in consideration of the Supplier giving the covenants contained in the conditions of sale, the following specified Guarantor/s:
 - a) Agree to irrevocably and unconditionally guarantee the due and punctual performance of the Customer of all obligations and liabilities owed or owing to the Supplier including payment by the Customer of all monies owing to the Supplier for services rendered or any other amounts now due or which may become due by the Customer to the Supplier from time to time whether alone or with any other person however arising; and
 - b) As a separate, additional and primary liability, irrevocably and unconditionally indemnify the Supplier against any loss or damage suffered by the Supplier arising out of any failure by the Customer to duly and punctually perform its obligations owing to the supplier for any reason whatsoever.
2. The guarantors acknowledge that in the event the Customer's obligations to the Supplier remain unfulfilled for a period of seven days after the due date for payment or performance, action to recover the amount overdue may be taken by the Supplier directly against the Guarantor/s immediately and without notice to the Guarantor/s. Any certificate or notice issued by the Supplier indicating the amount of the debtor or other unfulfilled obligations of the Customer will be binding and conclusive of the amount overdue.
3. This guarantee will be a continuing guarantee for the whole of the obligations from time to time of the Customer and will remain in full force and effect until discharged in full by the Supplier by notice in writing signed by the Supplier.
4. The Guarantor/s hereby acknowledge that their obligations hereunder are joint & several with any other Guarantor/s and his/her liability is not affected by the failure of any other Guarantor/s to execute a guarantee in favor of the Supplier nor by any defect in the Guarantor/s of any other party or the release or withdrawal from obligation of any other Guarantor/s.
5. The Guarantor/s agree that the supplier may seek a credit report from a credit-reporting agency containing personal information about the Guarantor/s to assess the Guarantor/s as a Guarantor/s of the obligations of the Customer.
6. In the event that the Supplier commences to take action against the Guarantor/s pursuant to this guarantee and indemnity, such action either by way of issue of a letter of demand, a Court claim or other process, the Guarantor/s hereby expressly consent to the supplier registering a caveatable interest against any/all real property in which the Guarantor/s have an interest. And the Guarantor/s(s) further consent to such caveat(s) remaining on the property(ies) until such time as the full amount owing to the Supplier has been paid by the Customer and/or Guarantor/s. All costs associated with registering or removing any caveatable interest are the responsibility of and shall be recoverable against the Guarantor/s.
7. In the event the Customer is placed under administration, wound-up in insolvency or declared bankrupt as the case may be, the Guarantor/s hereby irrevocably agree that each of them remains liable for any amounts claimed by the liquidator, administrator or trustee in bankruptcy as the case may, which amounts were paid by the Customer previously but are subsequently claimed and thereafter paid to the administrator, liquidator or trustee in bankruptcy as the case may be.

GUARANTOR NUMBER ONE

NAME:

ADDRESS:

DOB:

SIGNATURE OF GUARANTOR: Date: / /

WITNESS NAME:

WITNESS ADDRESS:

SIGNATURE OF WITNESS:

GUARANTOR NUMBER TWO

NAME:

ADDRESS:

DOB:

SIGNATURE OF GUARANTOR: Date: / /

WITNESS NAME:

WITNESS ADDRESS:

SIGNATURE OF WITNESS: