



Tel: 1300 800 421
Fax: 07 3167 6711

Web: www.tranzlogistics.com.au
Email: info@tranz.com.au
ABN 73 608 131 451

CREDIT APPLICATION

Company Name ("the Applicant"): ACN:
Trading Name or Business Name (if applicable): ABN:
Business Phone No: Fax No: Mobile No:
Business Address:
Postal Address:
Email Address: Are you a: Sole Trader Partnership Company Trust Company
Type of Business: Years Established:
Purchasing Officer: Phone:
Accounts Payable Officer: Phone:

Name of Owners (in case of a Sole Trader/Partnership) or Name of Directors(in case of a Company)

- 1. Full name: DOB: Home Phone No: Home Address:
2. Full name: DOB: Home Phone No: Home Address:

Credit References:

- 1. Full name: Phone No: Address: Email:
2. Full name: Phone No: Address: Email:
3. Full name: Phone No: Address: Fax No:

Credit Limit Required: \$ Branch: Account Number:

- 1. The applicant hereby applies Tranz Logistics Pty Ltd for a credit account.
2. Should this application be accepted by Tranz Logistics Pty Ltd the applicant agrees that the credit account shall be subject to the terms of this application and the usual terms and conditions of trade, a copy of which is contained herein and which the applicant has read, understands and agrees to abide by such terms and conditions of trade.
3. Tranz Logistics Pty Ltd hereby advises that, pursuant to s. 18E (8) of the Privacy Act 1988, information disclosed in this credit application may be disclosed to a credit reporting agency. Under section 18E (8) of the Privacy Act 1988 Tranz Logistics Pty Ltd is allowed to give a credit reporting agency personal information about your credit application. Information which may be given to an agency is covered by Section 18E (1) of the Act and includes; identity particulars (as permitted by the Privacy Commissioner's determination issued under Section 18E (3)); the fact that you have applied for credit and the amount, the fact that «Tranz Logistics Pty Ltd» is a credit provider to you, payments that become overdue by more than sixty (60) days and for which collection action has commenced; advice that payments are no longer overdue; cheques drawn by you which have been dishonoured more than once; in specific circumstances, that in the opinion of Tranz Logistics Pty Ltd, you have committed a serious credit infringement; that credit provided to you by Tranz Logistics Pty Ltd has been paid or otherwise discharged. Pursuant to ss. 18K (1) and 18N (1) of the Privacy Act 1988 and paragraph 2.12 of the Credit Reporting Code of Conduct issued under s. 18A of that Act, you hereby agree to Tranz Logistics Pty Ltd obtaining personal information from a credit reporting agency or a credit provider for the purpose of assessing this application for commercial credit (including information as to credit worthiness); and agree to that agency or provider providing that information to Tranz Logistics Pty Ltd for that purpose. You further agree to the obtaining from, and provision by, such an agency or provider further credit reports which may assist Tranz Logistics Pty Ltd in recovering any sums outstanding under the terms of the commercial credit agreement to which this application may lead.

DATED this day of 20

SIGNATURE OF AUTHORISED OFFICE OF APPLICANT:

PRINT NAME OF AUTHORISED OFFICER:

POSITION IN COMPANY:

DEED OF GUARANTEE AND INDEMNITY

TO: TRANZ LOGISTICS PTY LTD

Whereas in consideration of Tranz Logistics Pty Ltd agreeing to supply to the person who is named as "the Applicant" on the credit application annexed hereto (referred to as "the customer") which goods and/or services from time to time, I/we undersigned ("referred to as the guarantor") **HEREBY JOINTLY AND SEVERALLY** agree with Tranz Logistics Pty Ltd as follows:

1. To guarantee and to be answerable to Tranz Logistics Pty for the due payment by the customer of all monies now or from time to time hereafter owing to or unpaid to Tranz Logistics Pty Ltd on any account or any matter whatsoever by the customer either directly or indirectly and either alone or jointly with any other person, firm and/or corporation, and including but without limiting the generality of the foregoing, any interest accruing on any monies owing for unpaid and legal costs and disbursements incurred by Tranz Logistics Pty Ltd in enforcing payment by the customer of any such monies.
2. This Guarantee shall constitute a continuing guarantee to Tranz Logistics Pty Ltd for all monies which are now or may from time to time be owing or remain unpaid and shall not be affected by:
 - 2.1. Any variation or novation of the agreement between Tranz Logistics Pty Ltd and the customer extending credit to the customer or any other changes to the terms of such agreement, including any extension to the credit limit applied for by the customer and approved by Tranz Logistics Pty Ltd from time to time (and whether or not such agreed credit limit is exceeded at any time without approval by Tranz Logistics Pty Ltd);
 - 2.2. The winding-up of the customer or the entry by the customer into a Deed of Company Arrangement whereby any debt due and owing by the customer to Tranz Logistics Pty Ltd is extinguished or otherwise not recoverable;
 - 2.3. Any time or other indulgence granted by Tranz Logistics Pty Ltd to the customer or by any arrangement entered into whereby Tranz Logistics Pty Ltd rights are in any way modified or abrogated and no notice of the granting of any time or indulgence or of the entering into any arrangement need be given to the guarantor;
 - 2.4. Termination of the agreement between Tranz Logistics Pty Ltd and the customer for the provision of credit on account of the customer failing to inform Tranz Logistics Pty Ltd of any change in ownership of the customer business, share holding or control in which event the guarantor agrees to guarantee all monies due and owing by any third party to Tranz Logistics Pty Ltd as a result of the continuance of supply of goods and services to the customer or the third party under the customer's account until notification of such change has been given to Tranz Logistics Pty Ltd and a new written agreement for the provision of credit has been entered into with the third party (including a guarantee and indemnity in the same terms as set out herein);
 - 2.5. The payment by the customer of monies to Tranz Logistics Pty Ltd which are rendered void pursuant to the laws relation to bankruptcy, liquidation or administration of companies and no release, settlement or discharge which may have been given or made on the faith of such payment shall affect Tranz Logistics Pty Ltd right to recover such monies from the guarantor;
 - 2.6. Any legal information, disability or incapacity of the customer or any other circumstances whatsoever and any monies may be recoverable from the guarantor as a principal debtor.
3. The guarantor hereby indemnifies Tranz Logistics Pty Ltd in respect of all amounts payable by the customer to Tranz Logistics Pty Ltd on account of goods and/or services supplied by Tranz Logistics Pty Ltd to the customer, and all costs and interest which the customer may be required to pay Tranz Logistics Pty Ltd, and the indemnity hereby given is separate covenant and shall not be affected by the appointment by the customer of an administrator under the provisions of the Corporations Act or any Deed of Company Arrangement entered into by the customer.



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- 4. The guarantor shall be liable to Tranz Logistics Pty Ltd for all legal costs (on an indemnity basis) for proceedings for recovery under this guarantee.
- 5. It is expressly declared that despite the fact that this Deed of Guarantee and Indemnity may be intended or expressed to be executed and given by more than one person, it shall in fact be a valid and effectual guarantee binding against such person or persons as shall execute the same forthwith upon their execution thereto and shall continue to be binding as against such person or persons despite the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
- 6. The guarantor hereby charges all property, both equitable and legal, of the guarantor in respect of any monies that may hereinafter be owing to Tranz Logistics Pty Ltd under this guarantee by the guarantor or otherwise and hereby authorise Tranz Logistics Pty Ltd or its solicitors to execute any consent form as its attorney for the purpose of registering a caveat over any real property owned by the guarantor at any time.
- 7. This guarantee and the construction and interpretation of it shall be governed by the laws of the State of Queensland in force for the time being and from time to time, and the parties to this Deed of Guarantee and Indemnity irrevocably submit unconditionally to the jurisdiction of the Courts of Brisbane in the State of Queensland in respect of all claims, proceedings and matters arising out of or in respect to this Deed of Guarantee and Indemnity.
- 8. In this guarantee, unless the context otherwise requires, the singular includes the plural and vice versa, any gender includes each of the other genders, and words importing persons include firms, unincorporated bodies and corporations.

SIGNED, SEALED AND DELIVERED THIS day of 20

Signature of Guarantor Signature of Witness
Print Full Name Print Full Name
Address Address

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Print Full Name Print Full Name
Address Address

IMPORTANT NOTE: YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT