



ABN: 12156128513

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Application for Commercial Credit Account and Security Agreement

This application applies to MR Express Transport Services Pty Ltd and / or any other associated companies under the 'MR Express' company structure.

Customer (Registered Name) _____
ABN _____

Application: the applicant (customer) and all associated companies, entities or trusts for which the applicant is trustee hereby applies for credit with MR Express Transport Services Pty Ltd and hereby agrees to be bound by the stipulated terms and conditions of trade.

Business Address _____

Postal Address _____

Contact person _____

Contact Telephone _____ **Fax** _____

E-mail Address _____

Means and Ability: The customer WARRENTS that they are solvent and have the means and ability to pay all debts within the due terms of trade

Credit Requested (total limit) \$ _____

Estimated per month \$ _____

Acceptance: A binding 'security agreement' including the 'terms of trade' shall be deemed to have been formed between the 'customer' and MR Express Transport Services Pty Ltd upon the signing of this application and the provision of credit to the 'customer' by MR Express Transport Services Pty Ltd.

Details of: (please circle):

Sole Trader,

Partners,

Directors,

Date of Business Establishment _____

Directors / Partners:

1. Name in Full _____
Contact Telephone: _____ Date of Birth _____
Residential Address _____

2. Name in Full _____
Contact Telephone: _____ Date of Birth _____
Residential Address _____

3. Name in Full _____
Contact Telephone: _____ Date of Birth _____
Residential Address _____

Insolvency: Has any Partners or Directors been insolvent or involved with an insolvency administration (liquidation, administration, bankruptcy, or receivership) **YES** or **NO** (please circle)

Professional References:

1. Accountant _____ Telephone _____
Firm (name) _____
Address _____

Trade Referees (major suppliers)

2. Company Name _____
Address _____
Contact _____ Telephone: _____
Approximate monthly credit _____

3. Company Name _____
Address _____
Contact _____ Telephone: _____
Approximate monthly credit _____

Principal Financial Institution: _____
Branch _____ Bank Contact _____

DECLARATION:

(I/We) declare that the above information is correct and (I/we) hereby apply for credit facilities for the purpose of accessing transportation (and/or) warehousing facilities.

(I/We) further declare that we have read the terms and conditions of credit application and hereby agree that any orders placed or services rendered by MR Express transport Services Pty Ltd to 'us' the customer will be governed by those terms and conditions.

(I/We) also declare that we agree and accept the terms and conditions regarding 'payment'.

Completion of this Application: The person signing this application should do so having fully understood the terms and conditions. The person signing this application on behalf of the customer hereby REPRESENTS AND WARRENTS that the customer has authorised the signing of this authority, and all information provided in this application is true and correct. If necessary seek independent legal advice.

Signed _____ Full Name _____
Date _____ Position _____

Individual Personal Guarantee:

Agreement (To MR Express): 1. We (the customer) guarantee payment to MR Express transport Services Pty Ltd for all moneys owed for transportation and associated services rendered. 2. We (the customer) indemnify MR Express Transport Services Pty Ltd against any loss and or damage arising from any past, present or future dealings including all legal costs. 3. We acknowledge that this agreement consists of a "security agreement" for the purposes of the *Personal Property Securities Act 2009*, That MR Express Transport Services Pty Ltd has a "security Interest" in respect of all credit given. 4. We (the customer) agree to notify MR Express within 7 days of any change in the legal structure including any sale or disposition of any part of the business. We also agree to notify of any change in the directorship, shareholder partnership or trustee of the customer.

I, _____ Residing at _____
for and in consideration of your extending credit at my request to _____ (company)
of which I am _____ (title), hereby personally guarantee to you the payment for
_____ (company)

I hereby agree to bind myself to pay you on demand any sum which may become due to you by the customer, whenever the Customer shall fail to pay the same. It is understood that this guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness of the company.

Signed _____ Full Name _____
Date _____ Position _____

Terms and Conditions of Credit Application

Definition:

- a. In these conditions of agreement:
 - i. "the Company" means MR Express Transport Services Pty Ltd
 - ii. "the Customer" means the credit applicant
 - iii. "the Services" means all services provided by "the Company" to "the Customer" – Transportation Services / Warehouse Services / Freight and Logistics support and / or services
- b. These conditions shall apply to and be incorporated into every agreement between the Company and the Customer under which the Company supplies services at the request of the Customer.
- c. Any quotation and agreement between the Company and the Customer shall in all respects be governed by and construed in accordance with Australian law and the Courts of Australia shall have jurisdiction to hear all disputes arising in connection with the services.
- d. Unless otherwise specifically stated, any prices quoted by the company to the Customer are subject to change.
- e. Credit terms are subject to acceptance of this Credit Application and validation of trade reference and are strictly 30 days net from the date of invoice.
- f. In the event that payment shall not have been made by such date, the Company shall be entitled to recover all outstanding amounts. In such an event, the Customer will pay all collection costs including, but not limited to legal expenses and debt collection commission incurred in obtaining such payment.
- g. The granting of any credit by the Company to the Customer shall be at the Company's absolute discretion and may be revoked at any time whereupon any and all amounts owing to the Company shall be paid immediately.
- h. Interest will accrue daily on overdue accounts and charges by 10.50% per annum until paid. The amount of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (VIC). This rate is subject to change.
- i. The Company accepts no liability for carried goods, goods in its possession or control. The Company does not maintain insurance for loss or damage. It is the Customer's responsibility to maintain its own insurance for carried goods.
- j. Orders cannot be cancelled without the approval of the Company.
- k. When placing any order it is the Customer's responsibility to inform the Company of any facts which might reasonably affect acceptance of such order & any failure to do so would be seen as misleading and deceptive. The Company's internal records will be conclusive proof for any disputed orders. The Customer acknowledges the Company reserves the right to refuse any order at its discretion. The Customer agrees that the Company, acting as the Customer's agent, may engage in any third party to provide services to the Customer.
- l. The Company can deliver via manner or route it deems necessary or desirable without any liability and at the cost and responsibility of the Customer. The Company can deliver to the nominated address even if unattended.
- m. The Company accepts no responsibility for any loss or damage of the goods being transported. The Customer shall rely on its own knowledge in selecting services and any advice given by the Company shall be at the Customer's risk. The Customer agrees to check all goods for compliance before transport and obey all applicable laws.
- n. Any variations to these Terms & Conditions must be approved by the Company in writing.

Payment: Payment of all invoices, are to be made strictly within 30 Days of the date of invoice