



## TRADE CREDIT APPLICATION

Please complete and return original to  
[accounts@ozwidefreight.com.au](mailto:accounts@ozwidefreight.com.au)

**STRICTLY CONFIDENTIAL**

All fields must be completed. If not applicable write N/A.

### Customer details

Applicant for credit			
ABN		ACN	
Registered business name			
Trading address			
Postal address			

### Entity type:

- Sole Trader    
  Partnership    
  Private Company    
  Public Company    
  Trust    
  Other

If subsidiary, name of parent company		Date business commenced	
If trustee, name of the trust		Requested credit limit	

### Contact details of proprietors/partners/directors

Name	Position	Address	Phone

### Contact person/s for account

Name	Position	Email address	Phone



**Trade references**

Name	Address	Phone

**CONDITIONS OF CREDIT (INCORPORATING CONDITIONS OF CARRIAGE)**

The Customer:

- (a) certifies that the information provided above in this Trade Credit Application is complete and correct;
- (b) confirms that the directors or proprietors of the Customer have never been bankrupt, nor have they been involved as a director or manager of a company that has been wound up, entered into an arrangement with creditors or had an administrator, receiver or receiver and manager appointed; and
- (c) agrees, if this application for credit is approved, to be bound by the following conditions.

**1. DEFINITIONS**

In these conditions, unless the context indicates otherwise:

**'Carrier'** means Ozwide Freight Pty Ltd (ACN 133 464 623) as trustee for the Ashton Family Trust (ABN 19 839 496 304).

**'Customer'** means the applicant for credit whose particulars are set out in the 'Trade Credit Application'.

**'PPSA'** means the *Personal Property Securities Act 2009* (Cth). Any term defined in the PPSA has a corresponding meaning in these conditions.

**2. GENERAL**

- 2.1 Unless otherwise agreed in writing by the Carrier, any conditions of a Customer's order inconsistent with these conditions are expressly rejected by the Carrier.
- 2.2 A quotation provided by the Carrier will not constitute an offer to provide transport services or other goods or services to the Customer. No contract for the provision of services will exist between the Carrier and the Customer until a Customer's order has been accepted by the Carrier. The Carrier may, in its absolute discretion, accept or refuse any order submitted by the Customer.

- 2.3 If there is any variation to any of the information supplied by the Customer to the Carrier, or any change to the structure or nature of the Customer's business (such as the conversion from a partnership to a company) the Customer must immediately notify the Carrier in writing and complete a new application for credit, which will be considered by the Carrier.

- 2.4 Where the Customer is a trustee, the Customer agrees to produce a copy of the trust deed (together with any amendments) within seven days of any request by the Carrier. The Customer warrants that it has the power and authority to enter into these conditions on behalf of the trust and agrees to be bound by these conditions both personally and as a trustee, regardless of whether or not it discloses to the Carrier that it is a trustee at the time of entering into these conditions.

**3. TERMS OF CREDIT**

- 3.1 The Customer must pay for all transport services and other goods or services provided within the number of days nominated below from the date of the invoice rendered by the Carrier:
  - seven days;
  - fourteen days; or
  - twenty-one days.
- 3.2 The Carrier will be entitled to charge the Customer a monthly account administration fee of \$10.00.
- 3.3 The Carrier may charge interest at the rate of 10% per annum compounded monthly on all overdue amounts from the due date for payment until the date of actual payment.
- 3.4 The Customer must pay any legal costs (on an indemnity basis), collection costs and dishonoured cheque fees incurred in relation to any default in payment by the Customer.



3.5 The Carrier may withdraw or vary the terms of the Customer's credit facilities at any time without notice to the Customer or any guarantor of the Customer.

#### **4. GRANT OF SECURITY INTEREST**

---

4.1 The Customer charges and grants a security interest to the Carrier in all of the Customer's right, title and interest in any property whatsoever and wheresoever both present and future as security for the payment of all money that is, now or in the future, owed by the Customer to the Carrier. As security for the payment of any money that is now or in the future owed by the Customer to the Carrier the Customer irrevocably appoints the Carrier's company secretary (from time to time) as its duly constituted attorney to execute in the Customer's name and as the Customer's attorney any real property mortgage, security agreement, or consent to any caveat and to do all things necessary to obtain the registration of any such document. The attorney may exercise any power conferred on the attorney by this power of attorney even if it involves a conflict of duty or the attorney has a personal interest or benefits from doing so and the Customer agrees to ratify anything done by the attorney under this power of attorney.

4.2 Where the Customer has previously entered into an agreement with the Carrier by which the Customer has granted a charge, mortgage, security interest or other security over real or personal property, those charges, mortgages or other security interests will continue and co-exist with the obligations and security interests created in these conditions. The Carrier may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

#### **5. CONDITIONS OF CARRIAGE**

---

The Carrier is not a common carrier. All services provided by the Carrier, including but not limited to transport and storage services, are subject to the Carrier's Conditions of Carriage as amended from time to time. The Customer acknowledges having received, read and understood the Carrier's Conditions of Carriage as in force at the date of signing this Trade Credit Application.

#### **6. PPSA**

---

6.1 To the maximum extent permitted by the PPSA:

- (a) the Customer agrees that sections 95, 121(4), 125, 130, 132(1), 132(4) and 135 of the PPSA do not apply to the enforcement by the Carrier of any security interest;
- (b) the Carrier is not required to give to the Customer a Verification Statement under section 157 of the PPSA; and

(c) the Carrier is not required to respond to any request made under section 275(1) of the PPSA and neither the Carrier or the Customer will disclose any information of the sort referred to in section 275(1) of the PPSA.

6.2 The Customer waives any rights it would otherwise have under the PPSA under:

- (a) section 118 to receive notice that the Carrier intends to enforce its security interest in accordance with land law;
- (b) section 129 to receive a notice of disposal of goods by the Carrier purchasing the goods;
- (c) section 137(2) to object to any proposal of the Carrier to retain or dispose of goods;
- (d) section 142 to redeem the goods; and
- (e) section 143 to reinstate the security agreement.
- (f) The Customer will, at the request of the Carrier, sign documents and do such further acts as may be required for the Carrier to register any security interest to which the Carrier is entitled under the PPSA.

#### **7. CERTIFICATE**

---

7.1 A certificate signed by a director of the Carrier stating money payable by the Customer to the Carrier will be prima facie evidence of the amount payable by the Customer.

7.2 The Customer agrees to accept service of any document required to be served (including any notice under these conditions, the Conditions of Carriage or the PPSA or any originating process) by prepaid post to any address nominated in this Trade Credit Application or any other address later notified to the Carrier by the Customer.



as a waiver of the provision nor as a waiver of the Carrier's right, at a later time, to enforce the provision.

8.3 Where the Customer comprises two or more persons, these conditions bind them jointly and severally.

## 9. LAW

9.1 This agreement will be construed in accordance with the laws in force in the state of Queensland and the Customer irrevocably and unconditionally submits to the jurisdiction of the courts of Queensland.

9.2 If any provision of this agreement is invalid, illegal or unenforceable, that provision will, to the extent that it is invalid, illegal or unenforceable, be treated as severed from this agreement without affecting the validity or enforceability of the remaining provisions.

## 8. MISCELLANEOUS

8.1 These conditions (and the Carrier's Conditions of Carriage, which are incorporated into these conditions) represent the entire agreement of the parties with respect to the provision of services to the Customer and the provision by the Carrier of credit to the Customer and supersede all prior representations, agreements, statements and understandings between the parties.

8.2 The failure by the Carrier to enforce a provision or the granting of any time or indulgence will not be construed

### Privacy Act 1988— Collection Statement

Ozwide Freight Pty Ltd (ACN 133 464 623) is committed to protecting the privacy of your personal information. You can access our full privacy policy at [www.ozwidefreight.com.au](http://www.ozwidefreight.com.au).

Our primary purpose for collecting your personal information is to assess your application for credit and, more generally, to provide you with transport services.

We may also use or disclose the personal information for another purpose such as to keep records of transactions to assist in future enquiries and enhance our relationship with you. Our usual process of collecting your personal information for credit purposes is to collect it directly from you or your trade references.

Your personal information may be disclosed to other entities such as our subcontractors and agents, other providers of freight and transport services, government bodies (e.g. Centrelink) and insurance providers and brokers.

We do not disclose your personal information to overseas recipients.

We do not disclose your credit information to credit reporting bodies.

Our detailed privacy policy at [insert link to policy] includes further information on how you can access and seek correction of your personal information and how you can complain about a breach of your privacy. The policy also contains information about how we will deal with a complaint. If you have any concerns about the privacy of your personal information, please contact our Privacy Officer on 07 3275 1100 or by email at [accounts@ozwidefreight.com.au](mailto:accounts@ozwidefreight.com.au).

### IMPORTANT NOTICE

By signing this Trade Credit Application, you acknowledge that a copy of our Conditions of Carriage has been made available to you and that you have read, understood and agreed to our Conditions of Carriage. In particular, you acknowledge that:

- You should take out your own insurance cover over the goods.
- if both you and the consignee are each operating a business:
  - the goods are at your sole risk and our services are priced on this basis; and
  - we will not accept liability for any loss of or damage to the goods, or any other losses you suffer, regardless of the cause.



I certify that the information I have supplied in this Trade Credit Application is true and correct and that I am authorised by the Customer to complete this Trade Credit Application on its behalf. I have read and understood the Conditions of Credit which form part of and are intended to be read in conjunction with this Trade Credit Application and agree to be bound by these conditions.

Signed by the Customer on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

**CUSTOMER**

**WITNESS**

Signed

Signed

Name

Name

Position

**DEED OF GUARANTEE IN FAVOUR OF:**

**Ozwide Freight Pty Ltd (ACN 133 464 623) as trustee for the Ashton Family Trust (ABN 19 839 496 304) (Carrier)**

The Guarantor/s acknowledge that \_\_\_\_\_ (Customer) has applied to the Carrier to be supplied services on credit by the Carrier. If the application for credit by the Customer is accepted, in consideration of the Carrier agreeing to supply the Customer with services, the Guarantor/s agree with the Carrier as follows:

1. The Guarantor/s will guarantee, and be answerable and responsible to the Carrier for:
    - (a) the due payment by the Customer for all goods and services that the Carrier may supply, from time to time, to the Customer or at the Customer's request;
    - (b) any debt collection costs, or legal costs (on an indemnity basis) incurred by the Carrier as a result of the Customer's failure to pay any amounts due to the Carrier; and
    - (c) the due and punctual observance by the Customer of all its other obligations to the Carrier, including obligations under the Carrier's Conditions of Carriage.
  2. The Carrier may, in its absolute discretion and without notice to the Guarantor/s, withdraw credit, refuse further credit or refuse to supply goods or services to the Customer.
  3. This guarantee constitutes a continuing guarantee to the Carrier for monies owing to the Carrier by the Customer, now or in the future, and is irrevocable until discharged pursuant to its terms.
  4. The Carrier may treat the Guarantor/s in all respects as though the Guarantor/s were jointly and severally liable with the Customer to the Carrier, instead of merely being guarantor/s for the Customer.
  5. The Carrier is not obliged to proceed against the Customer or to exhaust any remedies against the Customer but is entitled to demand from the Guarantor/s any amount due to the Carrier by the Customer.
  6. This guarantee is entered into by the Guarantor/s in their personal capacity, and not in the capacity as trustee of any trust.
  7. This guarantee is not affected and will remain enforceable:
- 5



- (a) if the Carrier does not comply with any law, or with any agreement between the Carrier and the Customer;
- (b) if the Carrier grants any time, release or other concession to the Customer;
- (c) if one of the Guarantors or any other party does not execute this guarantee; and
- (d) in the event of the death, legal incapacity or insolvency of the Customer.

- 8. Any payment made to the Carrier by the Customer or by the Guarantor/s that is or may be avoided by any statutory provision will be deemed not to have discharged their liability to the Carrier.
- 9. Until the whole of the Customer's obligations have been paid or satisfied, the Guarantor/s will not directly or indirectly recover or claim to recover any sum paid under this guarantee and will not claim or receive the benefit of any distribution, dividend or payment relating to the winding up or bankruptcy of the Customer.
- 10. A certificate signed by a director of the Carrier stating money payable by the Customer to the Carrier will be prima facie evidence of the amount payable by the Guarantor/s pursuant to this guarantee.
- 11. This guarantee will be governed by and construed in accordance with the laws of the state of Queensland. The Guarantor/s irrevocably and unconditionally submit to the jurisdiction of the courts of Queensland.
- 12. If this guarantee is executed by two or more parties, the Guarantor/s agree that their liability to the Carrier will be joint and several and that the Carrier may elect, at any time, to proceed against any or all of the Guarantor/s in its absolute discretion.

<b>GUARANTOR 1</b> Signed sealed and delivered this _____ day of _____ 20____  Signature:  Full name: Address:  Witness signature:  Witness name:
--

<b>GUARANTOR 2</b> Signed sealed and delivered this _____ day of _____ 20____  Signature:  Full name: Address:  Witness signature:  Witness name:
--

GB7600