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23-27 LANGTON STREET
GARbutt TOWNSVILLE
QUEENSLAND 4814

A.C.N 111 020 805 / A.B.N 90 661 882 652

NOTE- All applicable sections are to be answered & signed in full otherwise this application will not be processed.

NOTE- This application must be returned in person or by mail. Faxed applications will NOT be accepted

Are you a- () Trust () Company () Partnership () Sole Trader Please tick correct box

Full Registered Name of applicant Firm/Company Is the Company a Trustee of a Trust YES/NO

.....ACN.....

Registered Address or Home Address of Applicant- Not PO Box

.....ABN.....

Trading Name Contact Name

Postal Address Monthly credit limit sought
\$

Shipping Address Do you quote Order Number YES/NO

Business Phone Number (STD) Mobile Number

Business Fax Email Address

Date Business Incorporated Date Business Commenced

Bank & BSB Account No

Nature of Business

(E.g. Transport, Farming, etc.)

1. Applicants FULL Names and Addresses- Directors/Proprietors/Partners – No initials please

i) Full Name.....Licence No

Address.....Ph No

ii) Full Name.....Licence No

Address.....Ph No

iii) Full Name.....Licence No

Address.....Ph No

iv) Full Name.....Licence No

Address.....Ph No

2. Name of Manager.....Accounts Contact.....

3. Current Commercial Business References – No Fuel Suppliers – No Consumer References

Name

Ph No

Fax No

A).....

B).....

C).....

Primemovers NQ now offer a variety of ways to receive your Invoices, Credit notes and Statements. Please indicate below how you would like to receive these documents and fill out relevant details:

Company Name.....

Invoices, Credit Notes

Fax:

Email:

Post:

Statements

Fax:

Email:

Post:

Terms and Conditions for Application of Credit

(30 DAYS TERMS)

Please Read Carefully

Due to the restrictions of the Privacy Act 1988, this section must be signed by the Director/Proprietors.

I/WE HEREBY AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS IN RELATION TO THE ACCOMMODATION OF CREDIT BY PRIMEMOVERS NQ PTY LTD

Upon the approval of this application for credit for the supply of goods and services, the Applicant hereby agrees with the Company:-

1. To pay for all goods supplied to the Applicant by the Company within 30 days from the date of invoice.
2. That the Company may in the event the conditions in Clause 1 are not complied with or the Applicant otherwise fails to comply with its obligations to the Company in any respect:-revoke the credit accommodation and require any further transactions by the Applicant to be on a cash-before-delivery basis;
 - (a) require all amounts owing to the Company for any reason whatsoever become immediately due and payable without deduction or demand;
 - (b) cancel any discounted rates and recalculate the outstanding charges; and
 - (c) charge an account fee of 2.0 percent per month
3. That the Applicant agrees to pay any interest, costs, commissions and legal expenses whatsoever arising from the collection of any overdue monies. Such interest, costs and commissions and legal expenses may be recovered as a liquidation debt.
4. If the Applicant is a company the Company may, at its discretion, require that the Directors give a guarantee and indemnity in the form required by the Company. The Company reserves the right to require a guarantee and indemnity to be given by any person in any other circumstances;
5. Notwithstanding the passing risk, all goods delivered by the Company to the purchaser remain the property of the Company until all goods supplied by the Company to the Purchaser have been paid for in full. Until that time the purchaser may sell the goods in the ordinary course of its business as agent for the Company, and the proceeds shall be held in trust for and as the property of the Company. Prior to any such sale, the Purchaser shall hold possession of the goods for and on behalf and as bailee for the Company and shall return goods to the Company on demand. The purchaser shall wherever possible separately store goods until title in them has passed. The Company will be entitled to enter the premises of the purchaser at any time to recover possession of the goods until payment in full has been made. It is agreed between the Company and the purchaser that where the Company enters the premises of the purchaser to take possession of the goods and it is not possible to otherwise identify the ownership of the goods in the possession of the purchaser, the goods will be treated as though they were sold by the purchaser in the same sequence as the purchaser has taken delivery of the goods. If the quantity of goods exceeds the amount owing, the Company will be entitled to determine which of the goods it claims ownership in.
6. The Applicant, and where the Applicant is unincorporated each proprietor of the Applicant, hereby charges with payment of the monies and compliance with all obligations owed by the Applicant to the Company under these terms and conditions all beneficial interests (freehold and leasehold) in real property held now or in the future by the Applicant or proprietor. The Applicant, and where applicable, each proprietor agrees that of demand is made upon it/him/her by the Company, Applicant or, if applicable, that proprietor will immediately execute a mortgage in registrable form or a consent to caveat, as required by the Company to secure the interest of the Company pursuant to this equitable mortgage. If he, she or it fails to do so within a reasonable time of being so requested, the Applicant or, if applicable, that proprietor irrevocably and by the way of security appoints any credit manager or solicitor engaged by the Company to be its, his or her true and lawful attorney to execute and register such instruments.
7. That all goods supplied by the Company to or for the Applicant are supplied only upon the terms contained in the Company's Standard Terms and Conditions of Sale. Until altered conditions of sale are notified to the Applicant in writing the Applicant agrees that the current conditions of sale shall continue to apply.
8. That the Company may from time to time alter its Standard Terms of Credit and such altered conditions or terms shall apply in respect of all transactions taking place after notification to the Applicant of such altered terms of credit.
9. That the Company may at any time and without the need to provide a reason to the Applicant refuse to extend any further credit to the Applicant and that its approval of this application does not require the Company to extend to the Applicant any particular amount of credit. The Company may refuse an initial application for credit, but may proceed if the Company is able to obtain insurance against a default by the Applicant and Applicant pays to the Company the amount of any premium for that insurance.
10. The Company may at any time set off amounts owed by the Company to the Applicant from the amounts owed by the Applicant to the Company.
11. No claims levied against the Company in relation to loss or damage will be considered unless all amounts owing by the Applicant to the Company have been paid in full.
12. The Company shall have a lien on any property of the Applicant in the possession of the Company for all sums payable by the Applicant to the Company and for that purpose shall have the right to sell the property in the possession of the Company, by public auction or privately without notice to the Applicant.
13. Where there is more than one Applicant, each Applicant shall be jointly and severally liable under the terms of this application.
14. The Applicant agrees to notify the Company of any change in ownership or address. Notwithstanding any change in the Applicant's ownership/trading structure or any advice by it to the Company of such change the Applicant will remain personally liable for any goods and services requested by it or on its behalf until it has received written confirmation from the Company that its account has been closed and full payment received and a new account has been opened in the name of the new entity;
15. The Company may require that the Applicant enter into further security documentation as a condition of granting a credit facility, further credit or continuing credit to the Applicant. If there is an inconsistency between the provisions of those security documents and these Terms and Conditions then the provisions of the security documents will prevail.
16. That in accordance with the provisions of the Privacy Act 1988, if the Company considers it relevant to assessing my/our application for commercial credit, I/We consent to the Company obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by the Company. In accordance with the provisions of the Privacy Act 1988, if the Company considers it relevant to collecting overdue payments in respect of commercial credit provided to me/us, I/We agree to the Company receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments. Under the Privacy Act 1988, the Company, is allowed to give a credit reporting agency personal information about your credit application, information which may be given to an agency includes; identity particulars; the fact that you have applied for credit and the amount, the fact that the Company, is a credit provider to you,

payments which become overdue more than sixty (60) days and for which collection action has been 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 the Company has been paid or otherwise dishonoured more than once; in specific circumstances, that in the opinion of the Company, you have committed a serious credit infringement; that credit provided to you by the Company has been paid out or otherwise discharged.

17. That failure by the Company to insist upon compliance with any provisions of these terms does not constitute a waiver of that provision and the Company shall be entitled to insist upon compliance with all provisions of these terms at any time.
18. If any provisions or part of a provision of these Terms and Conditions is found to be invalid or unenforceable then that provision or part of a provision shall be served and the remaining provisions shall continue to be binding and have a full force and effect on the Company and the Applicant.
19. The law applicable to these terms and conditions is the law of the State of Queensland.

I/WE DECLARE AND AFFIRM THAT:-

- **I/WE HAVE READ AND UNDERSTOOD THE TERMS OF THIS APPLICATION AND CONFIRM THAT THE TERMS WILL APPLY TO ANY CREDIT FACILITY PROVIDED BY THE COMPANY TO ME/US; AND**
- **THE INFORMATION SUPPLIED BY US, THE APPLICANT, IN THIS APPLICATION IS TRUE AND CORRECT AND ACKNOWLEDGE THE COMPANY AND ITS RELATED ENTITIES WILL USE THIS INFORMATION FOR THE PURPOSE OF ASSESSING MY/OUR COMMERCIAL CREDIT APPLICATION.**

SIGNED BY ALL DIRECTORS, PARTNERS, OR SOLE TRADERS AS APPROPRIATE

1. Print name..... Signature.....
Indicate if Director.....Partner.....Sole Trader.....
2. Print name..... Signature.....
Indicate if Director.....Partner.....Sole Trader.....

To _____ (“the Company”)

GUARANTEE AND INDEMNITY

- A. The Guarantors acknowledge that (insert the Applicant Company name) (ABN.....) (“the Applicant”) has, at request of the Guarantors, submitted an application to be supplied credit by the Company.
- B. The Guarantors acknowledge and agree that this Guarantee and Indemnity shall apply to the Provision of credit, to the Applicant by any branch of the Company, and that the Guarantee and Indemnity hereby granted is enforceable by any branch of the Company which has supplied credit application.

OPERATIVE PART

- 1) The Guarantors:-
 - A. Guarantee punctual payment to the Company of all amounts which the Applicant does now or may at any times in the future owe to the Company;
 - B. Guarantee punctual and correct compliance with all obligations (including payment obligations) which the Applicant owes now or may in the future owe to the Company.
 - C. Indemnify the Company against any loss it may suffer if the Applicant does not meet any of its obligations.
- 2) This Guarantee and Indemnity creates a principle obligation from the Guarantor to the Company and it is in addition to any security which the Company holds from the Applicant. This Guarantee and Indemnity may be enforced without the Company having to take steps against the Applicant or its security.
- 3) This Guarantee and Indemnity is not affected and is still enforceable;
 - A. if any amounts owing to the Company by the Applicant is not recoverable by the Company for any reason at all;
 - B. if the Company does not comply with any law or any agreement with the Applicant;
 - C. if the Company grants any time, release or other concession to the Applicant or the Guarantors or any one more of the Guarantors;
 - D. if one or more of the Guarantors or any other party does not execute this Guarantee and Indemnity;
 - E. in the event of death, incapacity, administration, bankruptcy, or insolvency of the Applicant or of the Guarantors;
 - F. if a payment by the Applicant or by and Guarantor to the Company is set aside in bankruptcy, litigation or official management of the Applicant or of any Guarantor;
 - G. if a Guarantor ceases to be director of or be involved with the Company or the status or structure of the Applicant changes at all;
 - H. if the Company agrees to extend or increase, at any time any credit limit imposed on the Applicant;
 - I. If any other thing occurs which could otherwise limit the effect of the Guarantee and Indemnity.
- 4) This Guarantee and Indemnity is a continuing Guarantee and Indemnity and is not wholly or partially discharged until all credit arrangements between the Company and the Applicant are ended, all amounts owing to the Company by the Applicant are paid, and all obligations of the Applicant to the Company are complied within full.
- 5) Where there are two or more Guarantors their obligations are joint and several and none of them shall be discharged from their obligations under this Guarantee and Indemnity:-
 - A. this Guarantee and Indemnity is not enforceable against one of them or the liability of one of them ceases;
 - B. any Guarantor dies;
 - C. if one of them is unable to perform his or her other obligations under this Guarantee and Indemnity.
- 6) The Guarantors agree to waive all rights inconsistent with the Terms of this Guarantee and Indemnity.
- 7) Each Guarantor hereby charges with payment of the monies and the compliance with all obligations secured by this Guarantee and Indemnity all beneficial interests (freehold and leasehold) in real property held now or in the future by a Guarantor: Each Guarantor agrees that if demand is made upon him or her or it by the Company, that Guarantor will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required by the Company and against the event that he, she or it fails to do so within reasonable time from being so requested, that Guarantor hereby irrevocably and by the way of security appoints any credit manager or solicitor engaged by the Company to be his or her other true and lawfully attorney to execute and register such instrument.
- 8) Each Guarantor agrees that the Company may seek from a credit agency, a credit report containing personal information about them to assess whether to accept them as Guarantors for credit applied for or provide to the Company. The Guarantors agree that if the Company approves the Applicant’s application for credit, this deed remains in force until credit facility covered by the Applicant’s application ceases.
- 9) If the application is a trustee of a trust, the Guarantors warrant that the Applicant has authority as trustee to enter into agreements for the supply to it of goods or services, or both, on credit.
- 10) If a notice or a demand is given to one of the Guarantors it will mean it has given to all of them.
- 11) “the Company” and “Applicant” includes their respective successors and assigns.
“Guarantors” include the heirs, executors, administrators and assignees of each Guarantor.

IN WITNESS this Deed has been signed on the date set out below.

DATED this dayof.....20.....

SIGNED by the Guarantor.....SIGNED by the Guarantor.....

Full Name of Guarantor.....Full Name of Guarantor.....

In the presence of: In the presence of:
Witness.....Witness.....