

APPLICATION FOR A 30 DAY COMMERCIAL ACCOUNT

All Sections (if applicable) & FOUR (4) Trade References must be supplied before credit application can be processed.

PART 1

For Sole Traders / Partnerships / Companies / Trusts

Principal(s) Name(s): 1.....
2.....

Or

Company Name.....

Directors:

1.....
2.....
3.....
4.....

Trading as:

ACN: ABN:

Business Address:

Postcode:

Postal Address:.....

Postcode:

Phone: ()..... Mobile:

Fax: ()..... Email:

Have any of the Directors/Partners/Proprietors ever been bankrupt, or entered into an arrangement with their creditors pursuant to Part 10 of the Bankruptcy Act?

Yes No If Yes give particulars.....

Premises: Owned Rented Leased

Monthly credit required: \$.....

Purchase order required: Yes No

Industry Type:

Date Business Commenced:

Bank & Branch

Trade References: 1..... Phone:

(Fuel & Tyre companies
will NOT be accepted
as references) 2..... Phone.....

3..... Phone:

4..... Phone:

Accountants Name:

DULY AUTHORISED SIGNATORIES: **DATE:**/...../.....

1. Signed

Position.....

Print Name.....

2. Signed.....

Position.....

Print Name.....

By signing this document you are consenting to the Terms of Trading Agreement and Privacy Policy as stated overleaf

PERSONAL GUARANTEE

I/We in consideration of Truckworld (WA) Pty Ltd ("The Supplier")

Agreeing to supply Name: ("The Customer")

With goods on credit hereby agree / jointly and severally agree with the supplier as follows -

(a) I/We hereby guarantee the due performance of the terms and conditions above appearing by the customer and I/We hereby guarantee to you the payment of any monies advanced by way of credit to

(b) This Deed shall be a continuing guarantee to the Supplier for all debts whatsoever and whensoever contracted by the Customer with the Supplier in respect of goods to be supplied to it.

(c) The Supplier shall be at liberty without notice to me/us at any time and without in any way discharging me/us from any liability hereunder to grant time or other indulgence to the said Customer and to accept payment from it in cash or by other means of negotiable instrument and to treat me/us in all respects as though I/we were jointly and severally liable with is to the Supplier instead of being merely surety for it.

(d) The Signatories to this Guarantee agree that the Supplier may seek from a Credit Reporting Agency a Credit Report containing personal information to assess whether to accept them as Guarantors for the credit applied for or provided the Customer named in this application. The Signatories agree that if the Supplier approves the Customer application for credit this agreement remains in force until the Customer liability with the Supplier ceases.

Date:...../...../.....

1. Signed Witness Signed.....

Print Name..... Print Name.....

2. Signed Witness Signed.....

Print Name..... Print Name.....

3. Signed Witness Signed.....

Print Name..... Print Name.....

ALL SIGNATORIES TO THIS SECTION SHOULD SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING

To be completed by Pty Ltd Company

THE CUSTOMER

THE COMMON SEAL OF: Was hereunto affixed AFFIX SEAL HERE

By the authority of the board of directors in the presence of:

DIRECTOR..... DIRECTOR/SECRETARY

PRINT NAME..... DIRECTOR/SECRETARY.....

By signing this document are consenting to the Terms of Trading Agreement and Privacy Policy as overleaf

PRIVACY ACT - ACKNOWLEDGMENT, AUTHORITY AND AGREEMENT

In accordance with the Commonwealth Privacy Act, all parties to a credit application should complete this form.

Credit Disclosure:

Truckworld Rental may agree to provide services to you under this application for rental equipment on credit. In order to process your application for our credit terms, we may need to obtain personal credit information about you in order to grant credit in relation to these services. Any defaults on credit granted may be listed with a credit reporting agency.

In addition to the attached Terms and Conditions of supply (overleaf), I/we agree that for purposes of processing my/our application for credit terms:

Agreement that Truckworld Rental may seek consumer credit information (Section 18K (1) (b) Privacy Act 1988).

If Truckworld Rental considers it relevant to assessing my/our application for commercial credit, I/we agree to Truckworld Rental obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Truckworld Rental.

Exchanging information with other credit providers (Section 18N (1) (b) Privacy Act 1988).

I/we agree to Truckworld Rental obtaining personal information about me/us from other credit providers, whose names I/we may have provided to Truckworld Rental or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit, made to the company.

Listing credit default information (Section 18E (1) (b) Privacy Act 1988).

I/we agree that if I/we default on our terms of rental agreement and Truckworld Rental terms and conditions (overleaf), Truckworld Rental may list information about my/our credit default with a credit reporting agency.

Authorisation:

DATED THIS _____ DAY OF _____ 2009

FULL NAME (PLEASE PRINT): _____

SIGNATURE: _____ TITLE: _____

Who warrants he/she has the capacity to commit the applicant to this application and the Truckworld Rental terms and conditions.

TERMS OF TRADING AGREEMENT

- 2 The Customer hereby warrants that the information comprised in Part 1 hereto is true, accurate and correct and is supplied for the purpose of obtaining credit.
- 3 The Customer warrants that the person/persons who have signed this agreement are duly authorized by the customer to apply for credit on behalf of the customer and to execute this agreement on behalf of the customer.
- 4 The Customer agrees to comply with and abide by the terms and conditions of this agreement.
- 5 The Customer agrees that it is not entitled to any credit facilities until it receives notice in writing from the Supplier stating that credit facilities have been given and specifying the terms and conditions upon which such credit facilities are given. Until the customer receives such notice in writing from the Supplier any goods that are supplied by the supplier to the customer shall be on basis of cash upon delivery.
- 6 The parties shall agree that in the event of the Supplier, prior to approving credit, grant to the Customer time to pay for any goods supplied then such supply shall amount to a waiver by the Supplier of any terms of this Agreement nor be construed or be taken either directly or by implication as a granting by the Supplier of credit facilities to the Customer and no credit facilities shall be granted unless so stated in the notice.
- 7 In the event of the Supplier granting credit facilities to the Customer then the following terms shall apply
 1. Payment of all accounts is required by due date, being the end of month following the month of purchase.
 2. That should the Customer default in the payment of any monies due under this agreement then all monies due to the Supplier shall immediately become due and payable and shall be paid by the customer within SEVEN (7) days of the date of demand and the Supplier shall be entitled to charge interest at the rate 15% percent per annum on all overdue accounts from the due date until the date of actual payment.
 3. Any expenses, costs or disbursement incurred by the Supplier in recovering or attempting to recover any outstanding monies including debt collection agency fees and solicitor's costs shall be paid by the Customer, providing that those fees do not exceed the scale charges as charged by that debt collection agency/solicitor and in any event the commission is not to exceed 18% of the debt value, plus out of pocket expenses.
 4. The Supplier shall be entitled without notice to terminate any credit arrangement with the Customer in the event of the customer defaulting in any of the terms and conditions herein contained.
 5. The Supplier shall be entitled at any stage during the continuance of this Agreement to request such security or additional security as the Supplier shall in its discretion think fit and shall be entitled to withhold supply of any goods or credit arrangement until such security or additional security shall be obtained.
- 8 The Customer hereby acknowledges that the goods supplied by the supplier shall remain the property of the Supplier until the Supplier receives payment for same. The Supplier hereby agrees to allow the Customer to deal; sell or trade with the goods in the normal course of business and for the customer to retain the sale proceeds of such sale or dealing provided that the Customer complies with/abides by the terms and conditions of this Agreement. In the event of the customer defaulting in any of the terms of this Agreement including the payment of any monies due under this Agreement then the Supplier shall have the right (without giving notice) to retake possession of the goods supplied to the Customer by the Supplier and the Customer hereby authorizes and allows the Supplier or its representative, servant, agent or employees to enter the premises upon which the goods are housed or stored for the purposes of retaking possession of same and the Supplier shall not be liable for any costs, losses, damages, expenses or any other monies or losses suffered by the Customer as a result of the Supplier retaking possession of the goods.
- 9 The Directors/Shareholders of the application do hereby jointly and severally guarantee payment of the account and to enter into the Standard form of guarantee used by the Company should such guarantee be required.
- 10 The signatories to this agreement do hereby jointly and severally guarantee payment of the customer account to the supplier. This guarantee will be a continuing guarantee unless notification is made to and agreed by the supplier in writing.
- 11 The signatories to this agreement and guarantors where applicable, hereby authorize the supplier to carry out credit checks and to obtain credit reports in respect of their credit worthiness in accordance with any law with respect thereto in force for the time being.
- 12 In the case of a Trust Company the customer acknowledges that the Trustee shall be liable on the account and that in addition the assets of the trust shall be available to meet payment of the account.
- 13 Change of ownership -Registered Particulars- The Customer shall no later than 14 days prior to any proposed changes of ownership, change in Registered Particulars, alteration, addition to the shareholding or directorship, notify the Supplier of the proposed change and the Customer shall notify the Supplier of any change, alteration or addition to the Customers internal structure and shall provide full details of the proposed change, alteration or addition, to the Supplier and the Customer shall be liable for any goods supplied by the Supplier after such change, alteration or addition unless the Supplier shall have acknowledged by writing acceptance of the intending change, alteration or addition.
- 14 The Customer hereby charges the land upon which the goods are situated or the work carried out and other land owned or in the future acquired by the Customer from time to time and the Customer agrees immediately upon required to do so by the Supplier to enter into a mortgage to be prepared by the Supplier's solicitors on the terms and conditions as the Supplier's solicitor shall think fit to secure any sum due hereunder and the customer further agrees and permits and authorizes the supplier to register a caveat over any land now owned by the customer or in the future acquired by the Customer to secure any sum due hereunder at any time during the continuance of the agreement.
- 15 For the purpose of this document the word "GOODS" shall mean, all goods and chattels, and all charges for work and labour done, hire charges, fees, service charges, repairs, materials, insurance charges of whatsoever nature, associated with the supply and manufacture, construction, repair of the goods supplied to the Customer and all the terms and conditions of this agreement shall relate to any charge hereinbefore mentioned imposed by the Supplier upon the Customer.
- 16 The signatories to this agreement authorize the Supplier to conduct credit inquiries on them, any businesses which they may be a proprietor or partner of, and any company which they may be a director of;
 - (a) If the Supplier considers it relevant to assess the application for commercial credit, then the signatories to this agreement agree to the Supplier obtaining a report about their Personal Activities or Personal Credit worthiness from a business which provides information about the Personal credit worthiness of persons.
 - (b) The signatories to this agreement agree that the Supplier may give to and seek from any credit providers named in a credit application and any credit providers that may be named in a credit report issued by a credit reporting agency, information about their credit arrangements. The Signatories understand that this information can include any information about their credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988.
 - (c) If the Supplier considers it relevant to collecting overdue payments in respect of commercial credit provided to the Customer, the signatories to this agreement agree to the Supplier receiving from a Credit Reporting agency a credit report containing personal information about them in relation to collecting overdue payments.
 - (d) Under Section 18E(8)(c) of the Privacy Act 1988 The Supplier is allowed to give a credit reporting agency information about this credit application. The information which may be given to an agency is covered by Section 18E(1) of the Act.
 - (e) The signatories to this agreement agree that the Supplier may seek from a credit Reporting Agency a credit Report containing personal information to assess whether to accept them as Guarantors for the credit applied for or provided to the Customer named in this application. The signatories agree that if the Supplier approves the Customer's application for credit, this agreement remains in force until the Customer's liability with the Supplier ceases.
 - (f) If the Supplier approves the Customer's Application for Credit, this agreement remains in force until the credit facility covered by the customer's application ceases.
 - (g) The Customer and signatories to this agreement having read the above clauses 15(a), 15(b), 15(c), 15(d), 15(e) & 15(f) pertaining to the requirement of the Privacy Act 1988 hereby agree to them and consent to be bound by them.