



PO Box 24, Wellers Hill, QLD 4121 | P: 0407 759 483 | ABN: 59671352865  
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**TRADING ACCOUNT APPLICATION**

To: The Credit Manager  
 PO Box 24, Wellers Hill, Qld 4121  
 Phone: 0407 759 483

Dated: .....

CUSTOMER NAME: ..... ABN:.....

Please tick one box:  Sole Trader  Partnership  Company  Trust

COMPANY NAME and ACN (If a Company) : .....

List Full Details and position of ALL Directors / Partners / Sole Traders

Full Name	Address	Position	Phone

**BUSINESS DETAILS**

Trading Addresses: .....

Postal Address (If Different): .....

Telephone No. (Business): ..... Mobile No.: ..... Fax No.: .....

E-mail: ..... Web: .....

Nature of Business: ..... Date Commenced: .....

**NOTE: If TRUST ENTITY, please attach a copy of the Trust Deed.**

**Amount Of Credit Sought - Per Month \$ .....**

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**BUSINESS REFERENCES** (4 Required)

Name	Company	Phone

**CONDITIONS OF CARRIAGE/STORAGE AND CREDIT**

I/We:

- (a) certify that the information provided above in this Application for a Trading Account is complete and correct;
- (b) confirm 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 which has been wound up, entered into an arrangement with creditors or had a receiver or receiver and manager appointed;
- (c) agree, if this application for credit is approved, to be bound by the following conditions.

**1. DEFINITIONS**

'Carrier' means Forrest Logistics (ABN 59671352865).

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

'Fuel Surcharge' means the charge calculated monthly by the Carrier based on the prevailing fuel price and advised to the Customer.

'PPSA' means the Personal Property Securities Act 2009 as amended from time to time. Any term defined in the PPSA has the corresponding meaning in this agreement.

**2. GENERAL**

- (a) 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.
- (b) A quotation provided by the Carrier will not constitute an offer to provide transport services and/or other goods or services to the Customer. No contract for the provision of transport services and/or other goods or 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.
- (c) Should there be 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 will immediately notify the Carrier in writing and complete a new application for credit which will be considered by the Carrier.
- (d) Where the Customer is a trustee, the Customer agrees to produce a stamped copy of the trust deed (together with any amendments) within 7 days of a request by the Carrier. The Customer warrants that it has full power and authority to enter into this Agreement 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 this agreement.
- (e) Where the Customer comprises more than one person or entity, each person or entity will be jointly and severally liable under these conditions.
- (f) The Carrier is entitled to set off any amounts owed by it to the Customer against any amounts owed by the Customer to the Carrier.
- (g) The failure of the Carrier to enforce a provision or the granting of any time or indulgence will not be construed as a waiver of the provision nor of a waiver of the right of the Carrier at a later time to enforce the provision.

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### 3. TERMS OF CREDIT

- (a) Unless otherwise agreed in writing, the Customer will pay for all transport services (including the Fuel Surcharge) and/or other goods or services provided in each calendar month, on or before 14 days from the end of that calendar month.
- (b) Should the Customer default in making any payment in accordance with these conditions:
  - (i) the Carrier will be entitled to rescind all discounted rates and to recalculate all outstanding charges;
  - (ii) all money due to the Carrier will immediately become due and payable;
  - (iii) the Carrier will be entitled to immediately charge the Customer an account keeping fee equal to 10% of the outstanding balance then due and payable by the Customer to the Carrier;
  - (iv) the Carrier will be entitled to charge interest at the rate of 2% per calendar month compounded monthly on all overdue amounts from the due date for payment until the date of actual payment.
- (c) The Customer will pay any legal costs (on an indemnity basis), commissions, collection costs or dishonoured cheque fees incurred in relation to any default in payment by the Customer.
- (d) 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

- (a) The Customer hereby 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 monies which are now or in the future owed by the Customer to the Carrier. As security for the payment of any monies which are now or in the future owed by the Customer to the Carrier the Customer hereby irrevocably appoints as its duly constituted attorney the Carrier's company secretary from time to time to execute in the Customer's name and as the Customer's attorney any real property mortgage, bill of sale 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, 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.
- (b) 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 this agreement. The Carrier may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.
- (c) The Carrier will have a lien on any property of the Customer in the possession of the Carrier for all sums now or in the future payable by the Customer to the Carrier and for that purpose will have the right to sell the property in the possession of the Carrier, by public auction or privately without notice to the Customer.

### 5. CONDITIONS OF CARRIAGE/STORAGE

- (a) All services, including but not limited to transport and storage services, provided by the Carrier are subject to the Carrier's Conditions of Carriage. The Customer acknowledges having received and read the Carrier's Conditions of Carriage.
- (b) The Customer agrees to indemnify and keep indemnified the Carrier against any claim for damages resulting from or in any way connected with the entry of the Carrier onto any property at the request of the Customer.

### 6. PPSA

- (a) The Customer and the Carrier agree that the Carrier is not required to respond to any request made under subsection 275(1) of the PPSA as the response would disclose information that is protected against disclosure by a duty of confidence and the Customer and the Carrier further agree that neither the Carrier or the Customer will disclose any information of the kind mentioned in subsection 275(1) of the PPSA.
- (b) The Customer waives any rights it would otherwise have under the PPSA under:
  - (i) section 95 to receive notice of intention to remove an accession;
  - (ii) section 118 to receive notice that the Carrier intends to enforce its security interest in accordance with land law;
  - (iii) section 121(4) to receive a notice of enforcement action against liquid assets;
  - (iv) section 129 to receive a notice of disposal of goods by the Carrier purchasing the goods;
  - (v) section 130 to receive a notice to dispose of goods;
  - (vi) section 132(1) to receive a statement of account following disposal of goods;
  - (vii) section 132(4) to receive a statement of account if no disposal of goods for each six month period;
  - (viii) section 135 to receive notice of any proposal of the Carrier to retain goods;
  - (ix) section 137(2) to object to any proposal of the Carrier to retain or dispose of goods;
  - (x) section 142 to redeem the goods;
  - (xi) section 143 to reinstate the security agreement; and
  - (xii) section 157(1) and 157(3) to receive a notice of any verification statement.
- (c) The Customer will, at the request of the Carrier, execute 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 PPSA.

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**7. CERTIFICATE**

A Certificate in writing signed by the Carrier's Administration Manager stating money payable by the Customer to the Carrier will be prima facie evidence of the amount payable by the Customer.

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

**8. ENTIRE AGREEMENT**

This Agreement set out the entire agreement of the parties with respect to the provision of transport and/or storage services to the Customer and the provision by the Carrier of credit to the Customer. The Carrier will not be bound by any agreement purporting to vary these conditions unless such agreement is in writing and signed on behalf of the Carrier by an authorised officer of the Carrier.

**9. LAW**

This Agreement is governed by and is to be construed in accordance with the laws of the State of Queensland. The Customer irrevocably and unconditionally submits to the jurisdiction of the Courts of Queensland. If a provision of this agreement or its application to a person or circumstances is invalid or unenforceable, then the remaining provisions remain enforceable and unaffected by the modification. If this is not possible, this agreement will take effect as if it did not include the offending provision.

**Privacy Act 1988**

I/we agree that the Carrier may obtain a commercial or consumer credit report containing personal credit information or a commercial credit worthiness report about the Customer/s from a credit reporting agency or from the Customer's accountant or from any the Carrier of the Customer for the purpose of assessing my/our application for consumer/commercial credit.

I/we agree that the Carrier may, if it considers it relevant to collecting overdue payments for commercial credit provided to me/us, receive from a credit reporting agency a credit report containing personal information about me/us in relation to collecting payments which are overdue to the Carrier.

I/we agree that the Carrier may give personal information about the Customer to a credit reporting agency for the following purposes:

- to obtain a consumer credit report or a commercial credit report about the Customer, and/or
- allow the credit reporting agency to create or maintain a credit information file containing information about the Customer. This information is limited to:
  - identity particulars – the Customer's name, sex, address (and the previous two addresses), date of birth, name of employer, and drivers license number;
  - the Customer's application for credit or commercial credit - the fact that you have applied for credit and the amount;
  - the fact that the Carrier is a current credit provider to the Customer;
  - payments which are overdue by more than 60 days, and for which debt collection action has commenced;
  - advice that the Customer's payments are no longer overdue;
  - information that, in the opinion of the Carrier the Customer has committed a serious credit infringement;
  - That credit provided to you by the Carrier has been paid or otherwise discharged.

This information may be given before, during or after the provision of credit to the Customer/s.

I/we agree that the Carrier may give information about the Customer to another credit provider for the purpose of assisting that credit provider to decide whether or not to grant credit to the Customer.

I/We ('the Customer') agree to be bound by the Conditions set out above.

SIGNED: ..... DATE: ..... NAME: .....

POSITION: .....

SIGNED: ..... DATE: ..... NAME: .....

POSITION: .....

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**GUARANTEE TO: Forrest Logistics ABN 59671352865**

The Guarantor/s acknowledge that.....('the Customer') has submitted an application to be supplied goods or services (or both) on credit by you.

In the event that the application for credit by the Customer is accepted, in consideration of you agreeing to supply the Customer with goods and/or services on credit, I/we agree with you as follows:

1. I/We will be answerable and responsible to you for:
  - (a) the due payment by the Customer for all goods and/or services as you may from time to time supply to the Customer;
  - (b) any debt collection costs, or legal costs (on an indemnity basis) incurred by you as a result of the Customer's failure to pay any amounts due to you;
  - (c) The due and punctual observance by the Customer of all its other liabilities and obligations to you.
2. You may, in your absolute discretion and without notice to me/us, refuse further credit or refuse to supply goods or services to the Customer.
3. This agreement will be a continuing guarantee to you for all debts whatever and whenever contracted by the Customer with you in respect of goods or services or both and is irrevocable until discharged pursuant to its terms.
4. You are at liberty without notice to me/us at any time and without in any way discharging me/us from my/our liability under this guarantee to grant time or any other indulgence to the Customer and to accept payment from it in cash or by means of negotiable instruments, and to treat me/us in all respects as though I/we were jointly and severally liable with the Customer to you, instead of merely being guarantor/s for the Customer. You are not obliged to proceed against the Customer or to exhaust any remedies against the Customer but are entitled to demand from me/us any payment due to you by the Customer.
5. This guarantee is entered into by me/us in our personal capacity, and not in the capacity as trustee of any trust.
6. This guarantee is not affected and will remain enforceable:
  - (a) If you do not comply with any law, or with any agreement between you and the Customer;
  - (b) If you grant any time, release or other concession to the Customer;
  - (c) If one of the guarantors or any other party does not execute this guarantee;
- (d) In the event of the death, legal incapacity or insolvency of the Customer.
7. Any payment made to you by the Customer or by me/us which is or may be avoided by any statutory provision will be deemed not to have discharged my/our liability to you.
8. Until the whole of the Customer's obligations have been paid or satisfied, I/we will not either 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.
9. A Certificate in writing signed by your Administration Manager stating monies payable by the Customer to the Carrier will be prima facie evidence of the amount payable by me/us pursuant to this Guarantee.
10. This guarantee will be governed by and construed in accordance with the laws of the State of Queensland. I/we irrevocably and unconditionally submit to the jurisdiction of the Courts of Queensland.
11. In the event that this guarantee is executed by two or more parties, we agree that our liability to you will be joint and several and that you may at any time proceed against any or all of us as you may choose in your absolute discretion.

I/We agree that you may obtain from a credit reporting agency or from another credit provider a consumer credit report or commercial credit report containing information about me/us for the purpose of assessing whether to accept me/us as a guarantor for credit applied for by, or provided to, the Customer or if you consider it to be relevant to collecting payment of amounts which are overdue from the Customer. I/we agree that this agreement commences from the date of this agreement and continues until the credit covered by the Customer's application ceases.

DATED this.....day of..... 2015

.....  
(Signature of Guarantor)

.....  
(Signature of Guarantor)

.....  
(Full Name of Guarantor)

.....  
(Full Name of Guarantor)

.....  
Address of guarantor

.....  
Address of guarantor

WITNESS.....

WITNESS.....

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