



OPERATIONS
PH: 02 9565 1887
FAX: 02 9550 1241

ADMINISTRATION
PH: 02 9557 7900
FAX: 02 9557 7911

CREDIT APPLICATION

APPLICANT DETAILS:

REGISTERED BUSINESS/COMPANY NAME: _____

TRADING NAME (IF APPLICABLE): _____

APPLICANT A.C.N. _____ APPLICANT A.B.N. _____

REGISTERED BUSINESS ADDRESS: _____

SUBURB _____ POSTCODE _____

POSTAL ADDRESS: _____

SUBURB _____ POSTCODE _____

PHONE: _____ MOBILE: _____

FACSIMILE: _____ EMAIL: _____

BUSINESS STRUCTURE: SOLE TRADER PARTNERSHIP COMPANY TRUST

(If your business is a Trust, please supply certified copies of the first and the last two pages of the Trust Deed with your application)

NATURE OF BUSINESS: _____ DATE ESTABLISHED: _____

HOW LONG HAVE YOU BEEN TRADING AT THE ABOVE ADDRESS: _____

BUSINESS PREMISES: OWNED LEASED CREDIT REQUIRED: _____ PER MONTH

DIRECTOR(S) (IF COMPANY) / PROPRIETOR(S) (IF PARTNERSHIP OR SOLE TRADER):

FULL NAME _____ DATE OF BIRTH ____/____/____

ADDRESS _____

FULL NAME _____ DATE OF BIRTH ____/____/____

ADDRESS _____

FULL NAME _____ DATE OF BIRTH ____/____/____

ADDRESS _____

TRADE REFERENCES:

1. BUSINESS NAME: _____ PH: _____

CONTACT: _____ EMAIL: _____

2. BUSINESS NAME: _____ PH: _____

CONTACT: _____ EMAIL: _____

3. BUSINESS NAME: _____ PH: _____

CONTACT: _____ EMAIL: _____



ACCOUNTS PAYABLE CONTACT:

FULL NAME: _____ PH: _____

EMAIL: _____ FAX: _____

(Invoices and statements will be emailed to the above email address)

LOGISTICS/TRANSPORT CONTACT:

FULL NAME: _____ PH: _____

EMAIL: _____ FAX: _____

BANK DETAILS:

BANK NAME: _____ BRANCH: _____

TERMS AND CONDITIONS OF CARTAGE:

I/we acknowledge that Trojan Transport Services Pty Ltd is NOT a common carrier. I hereby agree to the terms set out in this document including the attached "Terms and Conditions of Cartage".

By signing this document, the Applicant and Guarantor(s) warrant that all information given to Trojan Transport Services Pty Ltd in connection with it is true.

AUTHORISATION

In accordance with the Privacy Act (1998), the Applicant and each of its Directors and Guarantor(s) authorise Trojan Transport Services Pty Ltd to seek and exchange with credit providers, credit reporting agencies and credit providers named in this credit application about their personal credit, commercial activities and credit worthiness

I/we understand that the information above may be used for the following purposes:

- to assess an application by me/us for credit
- to notify other credit providers of a default by me/us
- to exchange information with other credit providers as to the status of this account
- to assess my/our credit worthiness.

SIGNING AUTHORITY

I/we confirm that the person signing this application has the authority from the Applicant to sign on behalf of the business named in this application.

SIGNATURE: _____ DATE: _____

PLEASE PRINT NAME: _____ POSITION: _____

Please answer all questions above and submit your application with a signed copy of Deed of Guarantee and Indemnity provided. Thanks.

OFFICE USE ONLY:

COD 14 DAYS NET ___% 14 DAYS, 30 DAYS NET 30 DAYS NET

("DAYS" are from the date of invoice)



DEED OF GUARANTEE AND INDEMNITY

In consideration of Trojan Transport Services Pty Ltd and "its associates" ("the Company") providing or continuing to provide services to:

DEBTOR _____
(Registered company name, ABN and ACN registered business name, names of each partnership or name of sole trader)

OF (Address) _____

at the request of:

GUARANTOR: _____
(full names) (occupation)

(Address)

GUARANTOR: _____
(full names) (occupation)

(Address)

The Guarantor(s) enters this Deed and where the Guarantor(s) consists of more than one person jointly and severally agrees with the Company as follows:

1. To guarantee to the Company the payment by the Debtor for services as may have been supplied or may in future be supplied from time to time at the Debtor's request and to be answerable and responsible to the Company for the payment by the Debtor of all moneys which are now payable or may become payable by the Debtor to the Company.
2. This guarantee is given for valuable consideration and is a continuing guarantee to the Company for the whole of the Debtor's indebtedness or liability to it in respect of services supplied to the Debtor on any other account however or whatever arising.
3. This guarantee is binding on the Guarantor's personal representatives and shall be for the benefit of the Company its successors and assigns.
4. The Company may at any time or times at its discretion and without giving any notice whatsoever to the Guarantor refuse to provide further services to the Debtor.
5. Where the Guarantor consists of more than one person this guarantee is enforceable against all persons signing as Guarantor or jointly and each of the persons severally and regardless of the fact that this Deed of Guarantee and Indemnity is expressed to be signed and given by more than one person the Deed shall be valid and effectual guarantee and Indemnity binding against each person or persons immediately on their signing this Deed and shall continue to be binding as against each person or persons even if any person proposed or contemplated to sign does not in fact sign this deed.
6. The Company shall be at liberty at any time to release or discharge the Guarantor or any of the persons included as Guarantor from the obligations of this security, given time payment, accept any composition from or make any other arrangements with any of these persons without releasing or discharging the other or others or otherwise prejudicing or affecting the rights and remedies of the Company against the other or others of the persons included as Guarantor provided that any part payment or indulgence granted by the Company in writing shall constitute discharge of liability to the extent of such part payment or indulgence.
7.
 - a. The Guarantor hereby indemnifies the Company against any and all losses and expenses including legal costs on a solicitor/client basis however and whatever directly or indirectly arising



- from any default whatever on the part of the debtor under its contract with the Company for services or otherwise the intent being that the Guarantor is primarily liable for the debtors indebtedness to the Company.
- b. For the purpose of securing payment to the Company the Guarantor hereby charges all of its or his or her real and personal property (including all property acquired after the date of this Deed) whatsoever and wheresoever situated including land (if any) referred to in this Deed and all of its or his estate and interest therein, in favour of the Company, with the payment of all sums of money, whether present, future or contingent, to which the Guarantor may become liable to pay to the Company and covenants to deliver to the Company within seven (7) days of written demand a memorandum of mortgage in registrable form payable on demand and incorporating the covenants contained in Memorandum No. Q860000 registered at the Land and Property Information Office, Sydney and authorises and consents to the Company taking all actions necessary to give effect to this security including the lodgment of a Caveat upon Title of the Guarantor's Real Property. The Guarantor hereby irrevocably appoints the Company and any person nominated by the Company severally the attorney of the Guarantor with power to execute sign, seal and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) and such mortgage or other document to give effect to this security.
 - c. If the charge created by Clause 7(a) is or becomes void or unenforceable, it may be severed from this Deed without any effect on its validity and the Guarantor shall not be exonerated in the whole or in part, nor shall the Company's right, remedies or recourse against the Guarantor be in any way prejudiced or adversely affected by such severance.
- 8. A Certificate of Debt duly signed by a Representative of the Company shall be prima facie evidence and proof of the moneys owing by the Debtor to the Company at that time.
 - 9. The Guarantor acknowledges that the Company has afforded it full and unrestricted opportunity of seeking independent legal advice on the Guarantor's obligations under the Deed prior to the signing of this Deed of Guarantee and Indemnity.
 - 10. The Guarantor acknowledges that the Guarantor has made his own enquiries of the Debtor regarding the Debtor's past and prospective dealings with the Company and is satisfied as to the extent of his obligations arising from this Deed of Guarantee and Indemnity. The Guarantor further acknowledges that the Company is under no obligation to notify him of any changes to its trading terms or dealings with the Debtor.
 - 11. In interpreting this Deed words incorporating the singular number or the plural number shall include the plural number and single number respectively and where more than one person is included as Guarantor all references to one Guarantor shall be construed as including the plural.
 - 12. The Guarantor agrees that this Deed shall be construed according to the laws of the State of New South Wales. All parties agree that proceedings may only be instituted and heard by any appropriate Court sitting in the State of New South Wales applying the laws of the State of New South Wales.

IN WITNESS I set my hand and seal here at _____ on this
_____ day of _____ 20 _____

X _____
signed sealed and delivered by the said Guarantor

X _____
signed sealed and delivered by the said Guarantor

in the presence of:

in the presence of:

Signature of Witness

Signature of Witness

Name (please print)

Name (please print)



Terms & Conditions of Cartage

1. Definitions

In these terms and conditions:

"Carrier" - means Trojan Transport Services Pty Ltd, its servant, agents, and Sub-contractor.

"Consignor" – means the party on whose behalf the carrier is undertaking the carriage of goods or any party entering into any contract for Services with the Carrier or any party shown as the Consignor on any consignment note in connection with any contract for Services.

"Goods" - means any cargo and item(s), including any container, packaging, or pallet(s) received from the Consignor and accepted by the Carrier for the purposes of transportation by use of the Carrier's Services.

"Services" – means all of the work and services undertaken by the Carrier in respect of the goods. (including, but not limited to, transport, storage, handling, erection, lifting, installation, assembly, packing, loading and unloading) and "carry" shall have a corresponding meaning;

"Sub-contractor" – shall include any persons who pursuant to the contract for services or arrangement with any other person (whether or not the carrier) performs or agrees to perform the services or any part thereof.

"Dangerous Goods" means any goods that are volatile, explosive or radioactive and which is or may become dangerous, inflammable or offensive and, which may become liable to damage or injure any person or property whatsoever and wheresoever situated.

"Price" shall mean the cost of the Services as agreed between the Carrier and the Consignor.

2. CONDITIONS UNDER WHICH WE SUPPLY SERVICES:

The Carrier:

- (a) **The Carrier is not a common carrier and shall not accept any liability as such.**
- (b) The Carrier reserves the right to refuse the provision of Services to any Consignor at its sole discretion.
- (c) Any contracts for Services are to be performed subject to these conditions and in accordance all laws, regulations whether State or Federal which may be applicable at the relevant time of service.
- (d) Every exemption limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity applicable to the Carrier also extends to its subcontractors, agents and servants.
- (e) The Carrier and any subcontractor shall be entitled to sub-contract the whole or part of the services.
- (f) If the Carrier has agreed with Consignor in writing to insure the goods, and only then, will the Carrier be liable to the Consignor for physical loss or damage up to the limit of such insurance.
- (g) Subject only to clause (f) the goods are at the risk of the Consignor and not the Carrier, and the Carrier shall not be responsible in tort or contract or otherwise for any loss of or damage to or deterioration of goods or mis-delivery or failure to deliver or delay in delivery of goods and services.
- (h) The Carrier is authorised to deliver the goods to the address nominated by the Consignor and delivery is completed if at the address the Carrier obtains from any person a receipt or signed delivery docket for the goods.



- (i) If the nominated place of delivery should be unattended or if delivery cannot otherwise be effected, the Carrier may at its option deposit the goods at that place (which shall be deemed delivered) or store the goods upon which the Consignor shall pay or indemnify the Carrier for all costs and expenses incurred by the Carrier and the Carrier shall be at liberty to redeliver them to the Consignor from the place of storage at the Consignor's expense.
- (j) The Carrier, its agents or representatives are not authorised to make any representations or statements or give any undertaking or amend or vary these terms and conditions, unless such amendments is in writing signed by an authorised executive officer of the Carrier.
- (k) The Carrier shall be entitled to raise a reasonable charge on the Consignor in respect of any delay in loading or unloading goods which is not caused by the action of the Carrier. This charge will be raised as an additional charge payable by the Consignor.
- (l) If in the reasonable opinion of the Carrier, the Goods, either by themselves or in combination with any other goods, are likely for any reason to cause injury to persons or damage to other goods or to property or to the environment, the Goods may be retained, destroyed, disposed of, abandoned, removed or rendered harmless by the Carrier without compensation to the Consignor and without prejudice to the Carrier's rights to any charges hereunder including the cost of such action.
- (m) The Consignor authorises the Carrier to open any document or any container (of whatever description) in which the Goods are placed in or carried on and to inspect the Goods and determine their nature or condition or determine their ownership or destination.
- (n) The method of carriage or storage of goods is at the sole discretion of the Carrier notwithstanding any instructions from the Consignor or Consignee.
- (o) The Carrier is not bound by instructions to and shall not accept responsibility for the collection of cash on delivery or any other payments on behalf of the Consignor or any other person.
- (p) All goods carried shall be subject to these terms and conditions and requirements which may be imposed by any highway, port, harbour, dock, railway, shipping, airways or other public authority or government department and any additional expense or charges arising by reason of complying with such terms and conditions or requirement shall be paid by the Consignor.

The Consignor:

- (a) The Consignor warrants that it has the authority of the person or persons owning or having any interest in the Goods or any part thereof in agreeing to these Terms and Conditions;
- (b) The Consignor warrants the accuracy of the particulars provided to the carrier and shall indemnify the Carrier against any loss, damages and expenses arising or resulting from inaccuracies in such particulars.
- (c) The Consignor warrants that it has complied with all State and Federal laws and regulations relating to the nature, packaging, labelling storage or carriage of such goods and the goods are packed in a manner adequate to withstand the ordinary risks or storage and carriage.
- (d) The Consignor shall disclose to the carrier a full description of any dangerous or hazardous goods as defined by these terms and conditions and the Australian Dangerous Goods Code or any other State or Federal statute or regulation. The Consignor in any circumstances shall be liable for all losses and damage caused by such goods
- (e) The Consignor warrants that the Goods, the subject of the contract for services, does not include any explosive, inflammable or otherwise dangerous goods or goods which are or may be liable to damage other goods or property whatsoever other than as are specifically and fully described and disclosed in



writing to the Carrier (including on any consignment note relating to the Carriage) and that the Consignor has complied, and will comply, with the Australian Code for the Transport of Dangerous Goods by Road and Rail.

- (f) The Consignor agrees that the person delivering Goods or any portion thereof to the Carrier, is authorised to enter into a contract for services on behalf of the Consignor, and to sign any documentation evidencing this contract, or to sign consignment note, or handling equipment service voucher for the Consignor.
- (g) The Consignor indemnifies the Carrier against:
- any liability whatsoever (without limiting the foregoing, whether arising as a result of any breach of this contract or negligence or wilful act or omission or misconduct on the part of the Carrier or any of its servants or agents) in respect of the Goods to any third person (other than the Consignor) who claims to have, who has or who may hereafter have any interest in the Goods or any part thereof; and
 - any expenses, charges or losses sustained or incurred by the Carrier as a result of a breach of any of the warranties and laws and regulations whether State or Federal herein.
- (h) The Consignor hereby authorises and acknowledges that circumstances beyond the control of the Carrier may require a deviation from the usual route of carriage or place of storage of goods and the Consignor shall not make any claim for compensation in such circumstances against the Carrier.
- (i) Where goods are accepted for forwarding by rail to an address in a town or to a place where the Carrier has no receiving depot, the goods shall be deemed duly delivered at the nearest railhead.
- (j) Insurance of the goods is the responsibility of the Consignor and the Goods shall at all times be at the risk of the Consignor. The Carrier shall not be liable to the Consignor for loss or damage to the Goods during transportation or storage, or for mis-delivery or failing to deliver them on time or for any consequential loss that the Consignor suffers for whatever reason.
- (k) The Consignor shall notify the Carrier in writing of an address to which the Carrier may forward any notice to the Consignor, and shall promptly notify the Carrier in writing of any change of such address.
- (l) The Consignor shall pay the Carrier's storage and other charges calculated in accordance with the Carrier's schedule of charges from time to time.
- (m) The Carrier is authorised to store the Goods in any place, store or warehouse and to remove the Goods from one place, store or warehouse to another.
- (n) The Consignor shall give to the Carrier not less than 48 hours' notice in writing or confirm in writing of requirement to remove goods from storage.
- (o) The goods are stored at the discretion of the carrier, but on written notice been served, the consignor shall remove the goods from the carrier's storage facility within 21 days on such notice. In default of such notice the carrier may (without prejudice to any other rights or obligations which it may have under these terms and conditions or otherwise at law) sell all or any of the goods by public auction or private treaty and apply the net proceeds of sale (less any costs associated with such sale) in satisfaction of any amount owing to the carrier. The balance of any such proceeds of sale shall be refunded to the consignor or any other person claiming ownership in the goods.
- (p) Where instructions from the Consignor with respect to disposing of perishable goods are not or cannot be obtained within a reasonable time, then such perishable goods can be sold or otherwise disposed of without further notice to the Consignor, consignee or the owner of the goods. The Consignor agrees to indemnify the Carrier against any reasonable cost incurred as a result.
- (q) Where instructions from the Consignor with respect to disposing of non-perishable goods are not received before the expiration of twenty-one days from the date of the notice in writing by the Carrier

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to the Consignor at the address given herein then the Carrier may sell such goods or return them to the Consignor at the Carrier's options. The Consignor agrees to indemnify the Carrier against any reasonable cost incurred as a result.

3. Charges & Payments:

- (a) The Services provided by the Carrier shall be as described on the invoices, Consignment Note, manifests, sales order or any other documents as provided by the Carrier to the Consignor.
- (b) Unless specified these rates are for NON-HAZARDOUS cargo. Cargo deemed to be Dangerous Goods will be subject to a surcharge.
- (c) Pallets remain the responsibility of the Consignor or the Consignee at all times and will not be exchanged unless prior arrangements have been made.
- (d) Hired pallets will not be accepted to the Carrier's account.
- (e) Allowances have been made for truck waiting time at the wharf and for the unloading/loading of cargo at the shipper/consignees premises and empty parks. Truck detention charges will be applied for periods over these allowed times at a rate consistent with the rates schedule given to the Consignor.
- (f) Labour to load or unload goods shall be the sole responsibility of the Consignor or the Consignee.
- (g) The Consignor shall be responsible for the conformity of any containers, packaging or pallets. Any costs incurred by the Carrier as a result of the failure of the Consignor to meet the specific needs of the Consignee will be charged to the Consignor as a separate charge and shall be payable by the Consignor.
- (h) The charges are payable by the Consignor in accordance with the trading terms agreed between the Carrier and the Consignor. The Carrier reverses the right to alter the agreed payment terms by giving the Consignor a minimum 30 days written notice.
- (i) Notwithstanding that the Consignor may enter into the contract for service as agent for a principal, whether disclosed or not, the Consignor shall remain liable under the contract for service, such liability to include but not be limited to liability for payment of the charges. If a directors' guarantee is provided, all directors named in the guarantee are jointly and/or severally liable for the payment of charges.
- (j) The Carrier reserves the right to increase the rates used to calculate the charges from time to time with the minimum notice of 21 days to the Consignor.
- (k) Quotations are given on the basis of immediate acceptance and may be withdrawn by the carrier at any time.
- (l) Charges shall be deemed fully earned, payable and non-refundable as soon as the goods are loaded and dispatched from the consignor's premises and accepted for storage.
- (m) If the Consignor defaults in payment of any invoice when due, the Carrier is entitled to charge interest based on the business overdraft interest rate (as published by Westpac Banking Corporation) on the overdue amount. The Consignor shall further indemnify the Carrier from and against all the Carrier's legal costs and disbursements on a solicitor/ client basis, including all of collection costs. The Carrier shall also have a lien over the goods and any documents relating thereto and on any other goods of the Consignor in the possession of the Carrier or any documents relating thereto for all sums payable by the Consignor to the Carrier and for that purpose shall have the right to sell any such goods by public auction or private treaty without notice to the Consignor.
- (n) Without prejudice to any other remedies the Carrier may have, if at any time the Consignor is in breach of any obligation (including those relating to payment),

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- The Carrier may suspend or terminate the supply of Services to the Consignor and any of its other obligations under these terms and conditions.
- The Carrier may suspend any existing credit terms, as a result, any money payable to the Carrier becomes due and payable immediately.
- The Carrier may forward the Consignor's account to a debt collection agency.

4. Miscellaneous:

- (a) The failure of the Carrier to deliver shall not entitle either party to treat this contract as repudiated.
- (b) Notwithstanding any condition herein limiting or excluding liability, if and to the extent to which the Carriage involves the transportation of Goods otherwise than for the purposes of a business, trade, profession or occupation carried on or engaged in by the Consignor, the contract shall be subject to any implied warranty provided by the Trade Practices Act 1974 if and to the extent that the said Act is applicable to this contract and prevents the exclusion, restriction or modification of such warranty.
- (c) Provisions Severable: It is hereby agreed that if any provision or part of any provision of these conditions is unenforceable such unenforceability shall not affect any other part of such provision or any other provision thereof.
- (d) Any notice, demand, consent or approval shall be in writing in English signed by the person duly authorised by the sender, hand delivered or sent by prepaid post or facsimile or email to the recipient's address last notified, and shall be deemed to be delivered:
 - If hand delivered, on delivery;
 - If sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
 - If sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,
 - If sent by Email, , in which case the notice is deemed to have been received at the time the message enters the recipient's server,
 - but if the delivery, receipt or transmission is outside Business Hours, the Notice is taken to be received at 9.00am on the next Business Day.

5. Jurisdiction:

These conditions shall be governed and construed in accordance with the laws of the State of New South Wales. All parties agree that any proceedings shall be instituted and heard by any appropriate Court in the State of New South Wales applying the laws of that State.

6. Amendments to the Terms and Conditions:

The Carrier reserves the right to amend any clauses by giving the Consignor a minimum notice of 21 days.

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