



APPLICATION FOR A COMMERCIAL CREDIT ACCOUNT

**PLEASE FORWARD THIS APPLICATION TO EMAIL: perth@coastalmidwest.com.au, or Fax
(08) 9361 8068 Attention Kirsty Duynhoven**

This is an application for commercial credit submitted to Coastal Midwest Transport, for consideration based on the information contained herein. The submission and/or completion of this application are not to be considered an offer of credit or acceptance of the applicant for provision of credit facilities.

APPLICANT COMPANY DETAILS

Full Company Name:

Trading Name:

ACN/ABN:

Office Address:

Postal Address:

Company Email:

Telephone Number:

Fax Number:

Internal Accounts Payable Contact Name and Number:

Invoicing Terms:

Weekly Fortnightly Monthly

Mailed E-mailed (Please supply two email contacts)

1.)

2.)



**COASTAL MIDWEST
TRANSPORT**

REQUESTED CREDIT TERMS

Amount of Credit:

Credit Terms:

Principal Business Activity:

Coastal Midwest Transport collects this personal information to enable it to contact the above individual should it be necessary as part of any business arrangement between Coastal Midwest and the Company named herein. Any personal information held can be accessed by the individual upon request.

EXTERNAL ACCOUNTANTS DETAILS

Accountants:

Accountants Address:

CURRENT TRADE REFERENCES

(Note: please provide trades references, yet excluding other freight forwarders)

Reference 1

Phone Number:

Reference 2:

Phone Number:

Reference 3:

Phone Number:

The Applicant herein authorizes Coastal Midwest Transport to contact the Accountant, Financial Institution and Trade Reference referred to above to obtain credit information in assessing this application for credit and/or the ongoing provision of credit.



COASTAL MIDWEST TRANSPORT

STANDARD TERMS AND CONDITIONS OF TRADING

IN THE EVENT THAT THE CREDIT APPLICATION IS APPROVED, I HEREBY AGREE WITH THE SUPPLIER TO ABIDE BY THE FOLLOWING TERMS & CONDITIONS:

1. THAT NOT WITHSTANDING ANY CHANGE IN MY TRADING STRUCTURE I WILL REMAIN PERSONALLY LIABLE FOR ALL GOODS AND SERVICES REQUESTED BY ME OR MY AGENTS
2. TO PAY FOR ALL GOODS AND SERVICES PROVIDED IN ACCORDANCE WITH THE TERMS OF THE INVOICE (PAYMENT) OR WITHIN SUCH OTHER PERIOD OR TIME AS MAY BE NOTIFIED TO ME FROM TIME TO TIME BY THE SUPPLIER
3. IN THE EVENT THAT ANY SEQUESTRATION ORDER IS MADE AFFECTING MY PROPERTY OR I GIVE ANY AUTHORITY TO A TRUSTEE UNDER SECTION 88 OF THE BANKRUPTCY ACT OR I COMMIT ANY ACT OF BANKRUPTCY OR ANY PETITION FOR MY WINDING UP, OR I AM PLACED IN RECEIVERSHIP, OR ANY OFFICIAL MANAGER IS APPOINTED, OR I CEASE TO TRADE OR CARRY ON MY BUSINESS IN THE USUAL MANNER, ANY AMOUNT THEN DUE BY ME TO YOU SHALL BECOME IMMEDIATELY PAYABLE OR THE GOODS RETURNED IF SO DESIRED BY THE SUPPLIER.
4. THAT I HAVE BEEN SUPPLIED WITH A COPY OF THE CONDITIONS OF SALE CURRENT AT THE DATE HEREOF.
5. THAT ALL SALES OF GOODS ARE MADE AND SERVICES ARE PROVIDED TO ME BY THE SUPPLIER ONLY UPON THE TERMS CONTAINED IN THE SUPPLIER'S CONDITION OF SALE. UNTIL ALTERED CONDITIONS OF SALE ARE NOTIFIED TO ME I AGREE THAT THE CONDITIONS OF SALE SHALL CONTINUE TO APPLY.
6. THAT A CERTIFICATE SIGNED BY THE MANAGER, ACCOUNTANT, SECRETARY, CREDIT MANAGER OR CREDIT OFFICER FOR THE TIME BEING OF THE SUPPLIER IN RESPECT OF ANY SALE OR DELIVERY OR PRICE OF ANY GOODS OR THE PROVISION OR PRICE OF ANY SERVICES BY THE SUPPLIER OR THE AMOUNT DUE OWING OR PAYABLE FROM TIME TO TIME TO THE SUPPLIER IN RESPECT OF THE SALE OF GOODS, THE PROVISION OF SERVICES OR ON ANY ACCOUNT WHATSOEVER AS THE DATE OR DATES SET OUT IN SUCH CERTIFICATE SHALL IN ALL COURTS AND AT ALL TIMES BE PRIMA FACIE EVIDENCE OF ALL THE FACTS THEREIN STATED; THAT I WILL PAY TO THE SUPPLIER INTEREST IN RESPECT OF ANY AMOUNTS AS MAY FROM TIME TO TIME BE OVERDUE CALCULATED AT THE RATE OF INTEREST APPLICABLE TO BANK OVERDRAFTS AND INDEMNIFY THE SUPPLIER IN RESPECT OF ANY TAXES OR STAMP DUTIES WHICH MAY BECOME PAYABLE BY REASON OF OR SUBSEQUENT TO ANY DEFAULT IN MAKING PAYMENT IN ACCORDANCE WITH THE TERMS OF PAYMENT APPLICABLE FROM TIME TO TIME.
7. **A)** OWNERSHIP OF THE GOODS CONTAINED IN EACH DELIVERY ("THE GOODS") SHALL REMAIN WITH SUPPLIER WHICH RESERVES THE RIGHT TO DISPOSE OF THE GOODS UNTIL PAYMENT HAS BEEN RECEIVED IN FULL OR UNTIL SUCH TIME AS I SELL THE GOODS TO MY CUSTOMERS BY WAY OF BONA FIDE SALE AT FULL MARKET PRICE.
B) UNTIL PAYMENT IN FULL HAS BEEN RECEIVED BY THE SUPPLIER I SHALL HOLD THE GOODS AS BAILEE FOR THE SELLER, PROVIDED HOWEVER THAT I MAY, IN THE ORDINARY COURSE OF MY BUSINESS, USE ANY OF THE GOODS TO MAKE UP OTHER PRODUCTS OR SELL ANY OF THE GOODS ON CONDITION THAT SHOULD THE SUPPLIER SO REQUIRE I WILL ASSIGN TO THE SUPPLIER MY RIGHTS IN RESPECT OF THE SALE PRICE THEREOF.
C) I HEREBY ACKNOWLEDGE THAT UNTIL PAYMENT IN FULL FOR THE GOODS HAS BEEN RECEIVED BY THE SUPPLIER I AM UNDER NO OBLIGATION TO THE SUPPLIER TO ACCOUNT TO THE SELLER FOR THE PROCEEDS OF THE SALE OF GOODS SOLD BY ME IN THE NORMAL COURSE OF MY BUSINESS.
D) IF ANY OF THE GOODS ARE ON-SOLD I AGREE TO PLACE THE PROCEEDS OF SALE FOR THE GOODS INTO A BANK ACCOUNT CONDUCTED IN MY NAME AND ACKNOWLEDGE THAT I WILL NOT WITHDRAW ANY OF THOSE MONEYS UNTIL PAYMENT IN FULL FOR THE GOODS HAS BEEN RECEIVED BY THE SUPPLIER I AGREE FORTHWITH TO INSURE THE GOODS FOR THEIR FULL INSURABLE VALUE AGAINST LOSS OR DAMAGE BY FIRE, THEFT, ACCIDENT AND OTHER SUCH RISKS.
8. THAT I WILL INDEMNIFY THE SUPPLIER AGAINST AND AGREE TO REIMBURSE IF FOR ANY EXPENSES IT MAY INCUR IN RECOVERING OR ATTEMPTING TO RECOVER PAYMENT FROM ME OF THE AMOUNTS WHICH MAY FROM TIME TO TIME BE OVERDUE. THESE COSTS INCLUDE LEGAL COURT, SOLICITORS, DEBT COLLECTORS, AGENCY COMMISSIONS AND FEES
9. THAT THE SUPPLIER MAY AT ANY TIME AND FROM TIME TO TIME ALTER IT'S CONDITIONS OF SALE OR THE TERMS OF PAYMENT AND SUCH ALTERED CONDITIONS OR TERMS SHALL APPLY IN RESPECT OF ALL TRANSACTIONS TAKING PLACE AFTER NOTIFICATION TO ME OF SUCH ALTERED CONDITIONS OF SALE OR TERMS OF PAYMENT.
10. THAT THE SUPPLIER MAY AT ANY TIME OR FROM TIME TO TIME WITHOUT ASSIGNING ANY REASON THEREFORE REFUSE TO EXTEND ANY FURTHER CREDIT TO ME AND THAT IT'S APPROVAL OF THIS APPLICATION DOES NOT REQUIRE THE SUPPLIER TO EXTEND TO ME ANY PARTICULAR AMOUNT OF CREDIT.
11. THAT WHERE THERE IS MORE THAN ONE CUSTOMER EACH CUSTOMER SHALL BE JOINTLY AND SEVERALLY LIABLE HEREUNDER AND IN THIS APPLICATION AND ALL TERMS HEREOF THE SINGULAR SHALL BE READ AND CONSTRUED AS INCLUDING THE PLURAL.



**COASTAL MIDWEST
TRANSPORT**

NOTIFICATION OF CHANGE IN OWNERSHIP

The applicant will notify Coastal Midwest Transport by email no later than fourteen days prior to any proposed changes of ownership of Registered particulars, of alteration to or addition to shareholding or to the applicant's internal structure which may affect the applicant's capacity to honor agreed trading terms with Coastal Midwest Transport.

DECLARATION AND ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS AND CONDITIONS

I CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION FOR A COMMERCIAL CREDIT ACCOUNT IS TO THE BEST OF MY KNOWLEDGE AND BELIEF AND CORRECT IN EVERY DETAIL. I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS SET OUT ABOVE, AND HEREBY ACKNOWLEDGE AND ACCEPT ON BEHALF OF THE APPLICANT TERMS AND CONDITIONS. THE APPLICANT AGREES TO CONDUCT ALL TRADING IN ACCORDANCE WITH THOSE TERMS AND CONDITIONS.

Signed By:

Date:

Job Title:

Signature:

The signatory warrants that he or she is authorized on behalf of the applicant to submit this application to Coastal Midwest Transport and to credit terms and conditions stated above.

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Coastal Midwest Transport – Ahead of the Rest