

# Credit Application Form

## Applicant Details

Applicant (Legal Entity): \_\_\_\_\_

Trading As: \_\_\_\_\_

ABN/ACN: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

### Business Address:

Street: \_\_\_\_\_

Suburb: \_\_\_\_\_ State/County: \_\_\_\_\_ ZIP/Postal Code: \_\_\_\_\_

### Postal Address (if different to above):

Street: \_\_\_\_\_

Suburb: \_\_\_\_\_ State/County: \_\_\_\_\_ ZIP/Postal Code: \_\_\_\_\_

Accounts Contact Person: \_\_\_\_\_

Accounts Email Address: \_\_\_\_\_

Accounts Phone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

## Trade References

Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

## Credit History

Have you ever filed for bankruptcy? ( ) Yes ( ) No

If yes, please provide details: \_\_\_\_\_

Have you ever had a judgment or lien filed against you? ( ) Yes ( ) No

If yes, please provide details: \_\_\_\_\_

## Credit Request (\$)

Estimated Credit Request: \_\_\_\_\_

## Payment Terms

Payment Terms Requested:

( ) 7 days from Invoice Date

( ) 10 days from Invoice Date

( ) 14 days from Invoice Date

## Certification and Authorization

I/We the undersigned hereby:

1. acknowledge and agree to comply with the Terms and Conditions
2. represent and warrant that the information set out hereon is true and correct and acknowledge that the Supplier will rely on same and be induced to grant credit to the Applicant.
3. acknowledge and agree that I/we have read and understood the Supplier's privacy policy
4. acknowledge and agree that I/we have read and understood, and consent to the collecting, holding, using, and disclosing of my/our personal information including credit related personal information as set out in, the Privacy Acknowledgement and Consent contained in section H of this Application.
5. Understand that overdue trading accounts will attract interest currently at 1% per month.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Guarantee and Indemnity Deed

To Ontime Haulers Pty Ltd ACN 608 446 199 ABN 62 608 446 199

1. **We Guarantee** payment to you the due and punctual payment of all money sand the performance of all obligations, by the Applicant arising from any past, present, or future dealing with you (the Guaranteed Obligations)
2. **We Indemnify** you in respect of the Guaranteed Obligations. If for any reason the Guaranteed Obligations are not owing or recoverable from the Applicant for any reason, we indemnify you against any loss. The amount of that loss will be equal to the amount you would otherwise have been entitled to recover.
3. **We Agree**
  1. to pay a stakeholder nominated by you the amount you certify is payable before being entitled to dispute whether that amount is payable and
  2. that this deed shall remain effective notwithstanding any conduct or event (including any Deed of Company Arrangement whether or not agreed to by you) which, but for this clause may have released or varied any obligation of the Applicant.
  3. any payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid: and
  4. that we sign both in our personal capacity and as Trustee of every trust of which we are trustee.
4. **We Charge** in your favour all our estate and interest in any land in which we now have any legal or beneficial interest or in which we later acquire any such interest, with payment of all moneys owed by the Applicant and agree upon request, to execute a registrable instrument transferring to you our said estate and interest by way of security.
5. **We grant** a security interest in all our present and after-acquired personal property. This security interest is a continuing security interest and secures the payment and performance of the Guaranteed Obligations and is a security agreement for the purposes of the PPSA. We agree that you may register a financing statement, including any financing change statement. We waive our rights to receive a copy of any verification statement in respect of this security interest. To the extent that Chapter 4 of the PPSA applies to this security agreement, the parties contract out of the enforcement provisions in s 115(1).

6. **Consideration:** You to grant credit from time to time at your discretion to the Applicant and/or to forbear from taking any legal action for one month from the date hereof against the Applicant.
7. **Proper Law:** This deed and any claim or dispute between the Supplier, the Applicant or any of us shall be governed by the law applicable in Queensland and heard in the appropriate court nearest Brisbane.
8. **Severall; Guarantees:** If more than one Guarantor is named or intended to sign as guarantor, we each agree to be bound and liable for the full amount owed to you, even if we are the only one to sign and whether or not any amount is extinguished or compromised in any way. You may make any arrangement or compromise with any of us, obtain additional guarantees, indemnities or securities from any party or release or compromise with any Guarantor or party without affecting our liability to you.
9. **Credit Limit:** Any credit limit you grant or apply to the Applicant is at your discretion and will not limit our liability to you.
10. **Privacy Act:** You may collect (including from third parties), use and disclose personal information, including credit related personal information, about us for the purposes set out in your privacy policy and otherwise in accordance with the Privacy Acknowledgement and Consent.
11. **Severability:** Any part of anything herein shall be severable without affecting any other part hereof.
12. **Acknowledgement of Current Debt:** We acknowledge that the Applicant is indebted to you in the sum noted below, as at the date noted below but acknowledge and agree that this Guarantee and Indemnify is unlimited.
13. **Read and Understood:** We have each read and understood this document.
14. **Definitions:**
  1. a. "You" and "Your" means each of the parties listed below as the "Supplier" jointly and severally, and (b) "We" and "us" means each of the Guarantors and the Applicant jointly and severally and the joint and several successors and assigns of each.
15. **Demand:** We agree that our liability to you arises without any demand by you upon the Applicant or any of us.
16. **PPSA** means the Personal Property Securities Act 2009 (Cth). Terms used in this deed that are defined in the PPSA have the meaning given by the PPSA.
17. **Deed:** This Guarantee and Indemnity operates as a deed.

**To be completed by Company Directors, Trustees, or Independent Guarantors**

**The Parties**

The Supplier: Ontime Haulers Pty Ltd, ACN 608 446 199 ABN 62 608 446 199 and each of its subsidiaries, affiliates and associated companies and entities and any successors and assign

**Applicant (Legal Entity):** \_\_\_\_\_

**The Guarantor**

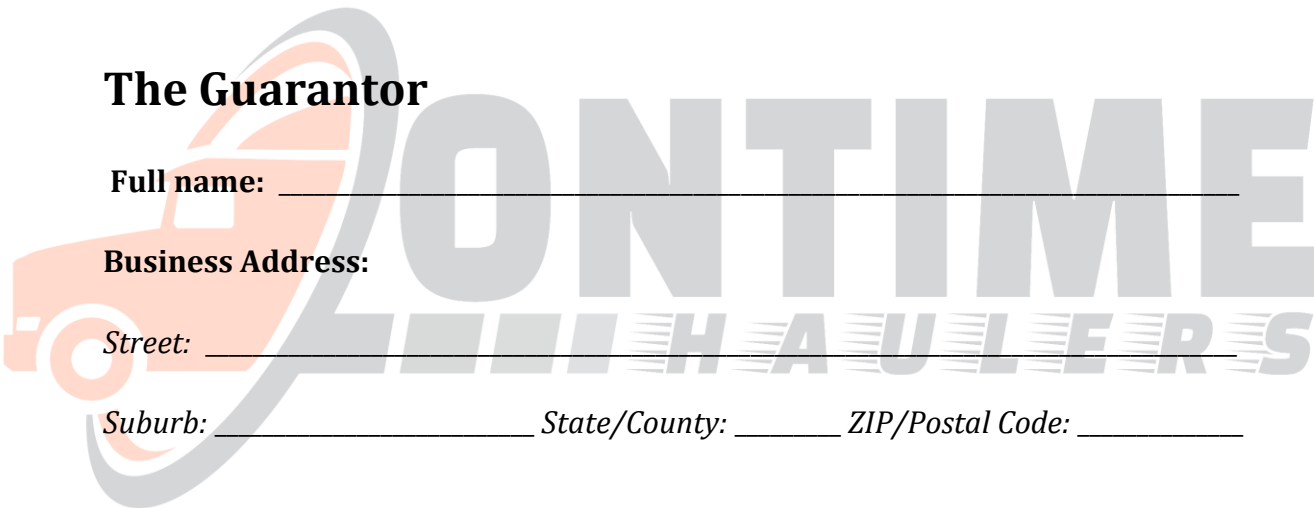
**Full name:** \_\_\_\_\_

**Business Address:**

**Street:** \_\_\_\_\_

**Suburb:** \_\_\_\_\_ **State/County:** \_\_\_\_\_ **ZIP/Postal Code:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## Submitting the Application

Please review your application for accuracy before submitting. You may submit your completed application in one of the following ways:

1. Email a scanned copy to: [accounts@ontimehaulers.com.au](mailto:accounts@ontimehaulers.com.au)
2. Mail to: 2/839 Beaudesert Rd, Archerfield QLD 4108

Please allow 5-7 business days for your application to be processed. You will be notified of the decision via email or phone. If you have any questions, please contact our customer service department at 07 3496 9510

