

Credit Account Application

Note: Account will be C.O.D. until application is fully processed and approved.

Services are provided by Calibre Logistics Group Pty Ltd. (CLG) ABN. 83 624 767 362 on the Terms and Conditions of Trade as annexed.

Full name of company name		A.B.N.	
		A.C.N.	
Credit limit requested	\$	Expected monthly spend	\$

N.B. Payment terms based on the figures filled, exceeding amounts may be subject to a review of terms

Where the applicant is a partnership/sole trader

	Name	Address	Date of Birth	Private Phone Number
Partners' or trader's full name(s) and private address(es)				

Where the applicant is a company

Company Name		A.B.N.	
		A.C.N.	
Registered office address			State Postcode

	Name	Address	Date of Birth	Private Phone Number
Directors' full names and details				

Trading Details

Trading name			A.B.N.
Business address			State Postcode
Postal address			State Postcode

Admin. Phone	Admin. Contact	Admin Email
Operations Phone	Operations Contact	Operations Email
Despatch/Warehouse Phone	Despatch/Warehouse Contact	Despatch/Warehouse Email
Accounts Phone	Accounts Contact	Accounts Email

Method of receiving Invoices

Aust. Post*
 Email
 Fax _____
 *Receiving invoices via Australia Post incurs a postage fee of \$1.00

Trusts

Is the applicant involved or associated in any way with a Trust?

Yes No

If yes, is the Trust a

unit trust family trust other

Insolvency

Has the applicant or any partners or directors been insolvent or in any way involved with an insolvency administration (e.g. liquidation, receivership, administration, bankruptcy or personal insolvency agreement etc.)?

Yes No

Nature of business Date business commenced How long current owner

Financial Details

Bank	Branch	Contact	Phone

Trade References (please list businesses supplying goods NOT services, of similar level of credit sought)

Company	Suburb	Contact	Phone

Privacy Statement

The personal information that we obtain from or about you is collected for our business purposes. Our Privacy Policy details why we collect this personal information, who we may disclose it to (including whether we are likely to disclose it to overseas recipients), and the main consequences (if any) if we do not collect it. Our Privacy Policy also contains information about how you may seek access to, or correction of, the personal information held about you, and our complaint resolution procedures. Our Privacy Policy is available at www.calibrelogistics.com.au or by request to us.

Definitions:

Service Provider: Calibre Logistics Group Pty Ltd. (CLG)

Consignor: The Applicant.

Price: Means the price invoiced plus GST.

Parties: Means the Consignor and the Service Provider and any Personal Guarantors of the Consignor.

Terms: Means the CLG Terms and Conditions of Trade attached to this application as may be amended from time to time by the Service Provider and notified to the Consignor.

Consignors Consent:

The Consignor consents to the Service Provider:

- a) Making such enquiries as the Service Provider deems necessary including but not limited to obtaining reports from persons nominated as trade credit referees, credit referees, bankers and financiers, credit providers, mortgage and trade insurers and credit reporting agencies ('the Information Sources').
- b) Obtaining from the Information Sources such information as is required by the Service Provider.
- c) Disclosing the content of any report from the Information Sources in whole or in part to any credit reporting agency for the purpose of allowing that credit reporting agency to create or add to any credit information file or database in relation to me/us.

Guarantees:

The Consignor, if it is a company, must procure the delivery to the Service Provider of the Guarantee and Indemnity attached at Annexure A properly executed by such guarantors listed in the Schedule as are required by the Service Provider in its absolute discretion but which would ordinarily be each of the directors of the Customer. The Service Provider shall be entitled to withhold the provision of credit until such time as the fully executed Guarantee and Indemnity has been delivered to the Service Provider by each person required by the Service Provider to execute same.

Payment and Trading Terms:

The Consignor agrees to fully pay the price of the services in accordance with the Terms and Conditions of trade attached hereto and otherwise warrants and agrees that it will comply with all of its obligations pursuant to the terms. Interest shall be charged on overdue accounts at the *Penalty Interest Rates Act 1983 (Vic)* Interest rate plus 2%.

Governing Law:

These Terms are governed by the law of Victoria, and all disputes arising hereunder will be dealt with in the Courts of Victoria.

Waiver:

The Service Provider does not waive any of its strict legal rights in respect of these Terms or the Goods and shall not be bound by any waiver made by its servants and agents on a particular occasion.

Variation:

These Terms will not be varied unless the Service Provider agrees in writing.

Representation:

It is agreed that the Service Provider is supplying services to the Consignor on the basis of the truth of the representations and warranties made by the Consignor herein.

SIGNATURE OF AUTHORISED PERSON

POSITION HELD

NAME IN BLOCK LETTERS

DATE

ANNEXURE A

Personal Guarantee(s):

If the Applicant is a Company, the Service Provider requires Company Directors to complete the following Personal Guarantees:

To: The Service Provider

Consignor: (Company) _____

Guarantors (Full names)

1. _____ Company Director
2. _____ Company Director
3. _____ Company Director

Should the application for credit be approved in favour of the Consignor whose name appears hereon, then we, the signatories to this document ("the Guarantors") HEREBY UNCONDITIONALLY AND IRREVOCABLY GUARANTEE to the Service Provider the due and punctual payment and performance of the Consignors obligations under this Agreement, the Terms and Conditions of which I/we have read and understood and in addition I/we agree, undertake and acknowledge that this Guarantee and Indemnity ('the Guarantee') is given upon and subject to the following conditions:-

- A.** That we the Guarantor/s of the Consignor hereby agree that this Guarantee shall be a continuing one in favour of the Consignor in respect to all debts, losses, payments, damages and other expenses to which the Service Provider is entitled ("Guaranteed Moneys") and that each signatory hereto shall be jointly and severally liable for such payments and other obligations.
- B.** THAT in the event of the Consignor failing to carry out or perform any of its obligations the Guarantor will immediately carry out and perform the same.
- C.** THE Guarantor shall be deemed to be jointly and severally liable with the Consignor (in lieu of being merely a surety for it) for the payment of the Guaranteed Moneys and it shall not be necessary for the Service Provider to make any claim or demand on or to take any action or proceedings against the Customer before calling on the Guarantor to pay the Guaranteed Moneys or to carry out and perform the obligations herein contained.
- D.** THAT no time or other indulgence whatsoever that may be granted by the Service Provider to the Consignor shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Service Provider have been paid and all obligations have been performed.
- E.** THAT the Guarantor must pay to the Service Provider all expenses and legal costs (on a solicitor/own client basis) that the Service Provider incurs in enforcing this Guarantee.
- F.** THAT all payments which the Guarantor is required to make under this Guarantee must be made without any set-off, counterclaim, condition or deduction.
- G.** THAT a certificate issued by the Service Provider stating the amount of any Guaranteed Moneys owing by the Customer or the Guarantor shall be conclusive evidence of such amounts owing by the Consignor or the Guarantor.

- H.** THAT until the Service Provider has received one hundred cents in the dollar in respect of the Guaranteed Moneys, the Guarantor agrees that in the event of any bankruptcy or other administration of the Consignor or any winding up or scheme of arrangement of the Consignor, the Guarantor will not without the prior consent of the Service Provider lodge any proof of debt or similar claim in respect of any debt or liability to the Guarantor on any account whatsoever nor enforce any security held by the Guarantor in respect of the Customer, and shall hold any such debt, liability or security and any rights or benefits in respect thereof on trust for the Service Provider.
- I.** THAT this Guarantee shall be a continuing obligation of the Guarantor and that the Guarantor's obligations are principal obligations and are not released, discharged or otherwise affected by anything which but for this provision might have that effect, irrespective of any rule of law or equity to the contrary including but not limited to:
- a) any arrangement with or release of the Consignor or any other guarantor or person by THE SERVICE PROVIDER or by operation of law, whether the consent of the Guarantor is obtained or notice given to the Guarantor or not, or any omission or delay on the part of the Service Provider
 - b) the fact that the Guaranteed Moneys or any part of those monies may cease to be payable by the Consignor or any other guarantor;
 - c) the failure of any other person named as a party to this Guarantee, including another guarantor, to execute this document;
 - d) any claim the Customer or the Guarantor may have against the Service Provider;
 - e) an increase in the Guaranteed Moneys;
 - f) the fact that any credit was provided by the Service Provider to the Consignor before this Guarantee was signed; or
 - g) the granting of any time, waiver, credit, indulgence, concession to or composition with, release or discharge by novation of the Consignor, any guarantor or any other person whatsoever by the Service Provider.
- J.** THAT the Guarantor represents and warrants that the execution delivery and performance of this Guarantee will not violate any provision of any existing law or of any regulation order or decree of any governmental agency court or jurisdiction to which it is subject, or of any mortgage contract or other undertaking to which they are a party or which is binding upon them or any of their assets.
- K.** THAT in the event of any provision of this Guarantee being illegal for any reason such provision will be severed from this Guarantee without affecting the remaining provisions.

EXECUTED BY THE SAID GUARANTORS AS A DEED:

SIGNED SEALED AND DELIVERED by the said)
GUARANTOR in the presence of:)
.....)

.....
Witness

.....
Name of Witness (Print)

SIGNED SEALED AND DELIVERED by the said)
GUARANTOR in the presence of:)
.....)

.....
Witness

.....
Name of Witness (Print)

SIGNED SEALED AND DELIVERED by the said)
GUARANTOR in the presence of:)
.....)

.....
Witness

.....
Name of Witness (Print)

CLG Terms and Conditions of Trade

1. Definitions

ACL means the Australian Consumer Law Schedule of the *Competition and Consumer Act 2010* (Cth) and its associated Regulations as amended.

CLG means Calibre Logistics Group Pty Ltd.

Consignor means the person, firm or entity which is acquiring the services under these Terms.

services means the services provided by CLG under these Terms.

Terms means these Terms and Conditions of Trade.

2. These Terms apply to the engagement of **CLG** and the Consignor.
3. Neither **CLG** nor the freight carrier nominated for the provision of service is a common carrier and no liability will be accepted as such. Freight is forwarded in accordance with the Terms. The method of carriage shall remain at the discretion of **CLG** and you authorise **CLG** to adopt any method of carriage other than that instructed or agreed if required.
4. Insurance cover is not included in the rates quoted. CLG recommend insuring your risk against any loss, resulting from any damage, breakage, fire, theft, non- delivery etc. - with the Consignor's own insurer. Please note that neither the carrier nor **CLG** offers any insurance cover on any consignments unless cover is requested in writing and approved by **CLG** prior to dispatch and collection of goods by the carrier. **CLG** requires written approval from its office, prior to any cover becoming effective. Any such insurance shall be at the Consignor's expense and will be in accordance with the conditions of insurance of the relevant insurer.
5. The Consignor warrants that you are the owner of the goods, the authorised agent for the owner of the goods or are otherwise entitled to possess and part with the possession of the goods. The Consignor indemnifies **CLG** from and against any claims against it associated with a breach of this warranty.
6. Items are dispatched at the Consignor's own risk, **CLG** does not provide any warranty that the goods which are the subject of the consignment will be delivered by any particular time and **CLG** excludes any liability and responsibility in tort, for implied warranties and otherwise in so far as may be subject to the Australian Competition and Consumer Act 2010 (Cth) (**ACL**) or similar applicable state legislation, for any loss of and/or damage to or deterioration of goods which are the subject of the consignment for any reason including but not limited to the neglect or wilful conduct of the nominated carrier or third parties. **CLG** shall not be liable for any indirect, consequential or special losses suffered. Any liability of **CLG** is limited to the re-supply of the services by **CLG** or the payment of the reasonable costs of having the services re-supplied. The Consignor acknowledges that, whether or not the Consignor has provided **CLG** with any specification relating to the services, the Consignor has not relied on any service involving skill or judgement, or on any advice, recommendation, information or assistance provided by **CLG** in relation to the service or their use or application, and the Consignor has not made known (either expressly or by implication), to **CLG** any purpose for which it requires the services, and it has the sole responsibility of satisfying itself that the services are suitable for the Consignor.
7. It is a requirement when completing a consignment note that all weights, measurements, descriptions, and classifications are clearly and accurately recorded on the consignment note. It is hereby agreed that if weights and measurements are not recorded on the consignment note, then the carrier can determine these, and the carrier's determination shall be considered as final and

binding on the consignor. No further negotiation will be entered into, and no claims shall be accepted for any alleged incorrect charging. It is incumbent on the Consignor that all items consigned are clearly labelled with the Consignor's full name and address.

8. Freight charges are quoted on a rate per kilogram basis light and/or bulky freight will be subject to their kilogram equivalents by multiplying the volume of the freight in cubic meters by a cubic conversion, determined by **CLG** ("Volumetric Weight"). The freight charges shall be determined as the greater of the actual dead weight or the Volumetric Weight, unless otherwise stated in this quotation. Item rates will be subject to maximum weights and volumes stated in this quotation Exceeding the weight or size limits on item rates will incur a multiple charge
9. The Consignor must pay **CLG** all charges invoiced within the period specified on the **CLG** invoice within fourteen (14) days of the date of the invoice ("**Due Date**"). **CLG** charges shall be deemed fully earned as soon as the goods are loaded and dispatched and shall be payable and non-refundable in any event if any amount is outstanding after the Due Date whereby **CLG** may charge interest on the outstanding amount at 5% above the rate specified from time to time by the Penalty Interest Rate Act (Vic). If payment is not made by the Due Date then you agree to pay **CLG** any costs (including legal costs), charges, or expense incurred by **CLG** in relation to the recovery of outstanding amounts. If the Consignor defaults in payment by the Due Date, then then all money which would become payable by the Consignor to **CLG** at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Consignor.
10. **CLG** shall have a lien on the goods which are the subject of the consignment and any documents relating thereto and on the Consignor's other goods in its possession or control. The lien secures all sums payable to **CLG**. In the case of non-payment then **CLG** shall have the right to sell such goods by public auction or private treaty for the purpose of recovering the amount owing subject to giving seven (7) days written notice to the Consignor.
11. Any claims against invoices charges must be made within 7 days of invoice receipt, **CLG** reserves the right to reject/refuse any claims made after that date. All claims must be supported with a copy of the consignment note in question, and a copy of the applicable invoice, as well as any additional supporting documentation, to verify your claim. Claims are always subject to the respective carrier's approval.
12. Goods of a dangerous nature may not be shipped unless prior approval, in writing is sought from **CLG**. You warrant otherwise that goods provided for carriage are not dangerous, inflammable or explosive and that they shall not cause damage to any person or property during the course of the carriage. You indemnify **CLG** from and against any claims, losses or expenses that it suffers as a result of a breach of this warranty.
13. Pre-paid products must be ordered through **CLG** at least 48 hours before use is required and by giving written notice quoting the applicable order number.
14. Where the charge to party is not clearly marked on the consignment note, then any resultant transfer of charges may incur a TRANSFER FEE of **\$10.00** per consignment note recharged which the parties agree is reasonable.
15. Where a proof of delivery is requested and agreed to be provided and is subsequently shown as delivered in full or a period of 3 months has elapsed since original dispatch, a proof of delivery charge of \$10.00 per consignment may be applicable and **CLG** is otherwise under no obligation to provide proof of delivery.
16. Payment for Pre-paid freight services is payable on booking

of the product. Consignment note services will be billed to the Consignor weekly and terms will be as stated in the invoice.

17. Any period or date for delivery of the services stated by **CLG** is intended as an estimate only and not a contractual commitment. **CLG** will use its reasonable endeavours to meet any estimated dates for completion of the services, but will not be liable for any loss or damage suffered by the Consignor or any third party for failure to meet any estimated date. If **CLG** cannot complete the services by any estimated date, it will complete the services within a reasonable time.
18. **CLG** may terminate the agreement by notice in writing if:
 - a) The Consignor breaches this agreement and does not rectify the breach within seven (7) days of receiving a written request that it be rectified;
 - b) subject to any statutory stay of proceedings under Parts 5.1, 5.2 or 5.3A of the Corporations Act 2001 (Cth), the Consignor becomes insolvent, convenes a meeting with its creditors or proposes to enter in an arrangement with creditors or makes an assignment for the benefit of its creditors; or
 - c) subject to any statutory stay of proceedings under Parts 5.1, 5.2 or 5.3A of the Corporations Act 2001 (Cth), a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Consignor or any asset of the Consignor.
19. Any quotes in respect of rates provided by **CLG** constitute confidential information of **CLG** and may not be disclosed without its consent. During the period of this agreement and for six (6) months after any services are provided by **CLG** the Consignor agrees not to approach, deal with or use any "nominated carriers" for the purposes of such nominated carrier carrying or transporting the Consignor's goods. For the purposes of this clause, "nominated carriers" means and includes any carriers whom **CLG** has engaged to carry or transport the Consignor's goods in the preceding eighteen (18) month period.
20. For the purposes of assessing credit worthiness for the collection of payments from the Consignor, the Consignor hereby irrevocably authorises **CLG**, its servants and agents to make such enquiries as it in its absolute discretion deems necessary, including, but not limited to making enquiries by obtaining reports (as may be allowed by law) from persons nominated by the Consignor as trade references, the Consignor's creditors, bankers and financiers, credit providers, mortgage and trade insurers and credit reporting agencies ("Information Sources"). The Consignor agrees and consents to:
 - a) the Information Sources providing **CLG** such information as is requested by **CLG** and permitted to be given by law for the aforesaid purposes; and
 - b) **CLG** disclosing the contents of any credit report or personal information to a credit reporting agency for the purposes of the credit agency creating or adding to any credit information file in relation to the

Consignor

21. These Terms & Conditions are governed by the law of the State of Victoria. parties submit to the exclusive jurisdiction of the courts of the State of Victoria and courts entitled to hear appeals from these courts.
22. The rates quoted are exclusive of any government taxes or carrier surcharges or levies that may be imposed or become payable at some future time GST is not included in the rates quoted and will be applied to each invoice at the current rate of **10%**. Fuel surcharges may be applicable at varying percentages, and will be passed on to the Consigner.
23. **CLG** may vary these Terms and Conditions by giving at least thirty (30) days written notice. Any such variations and amendments will apply to any services provided thirty (30) days after the date of written notice.
24. The rates quoted are to be held for a period no longer than 12 months from the agreed commencement date of trade. **CLG** may vary the rates quoted provided that it gives the Consignor at least thirty (30) days written notice of the variation which cannot apply to services already provided or invoiced.
25. Subject to clause 25, neither party is liable in any way howsoever arising under these Terms and Conditions to the extent that it's prevent from acting beyond its reasonable control including (without limitation) government laws and regulations restricting free movement, pandemic, industrial disputes, strikes, lockouts, accident, breakdown, import or export restrictions, acts of God, or events or terrorism or war. If an event of force majeure occurs, either party may suspend or terminate these Terms and Conditions by written notice to the other party.
26. Nothing in clause 24 operates to excuse the Consignor from any obligation to pay money to **CLG**.
27. The Consignor must seek in writing from **CLG** its consent to any "Change In Control". Change In Control means there is a different person or entity in "Effective Control" of the Company which results in a change to the membership of the Consignor or any holding company, or a change to the beneficial ownership of the Consignor or the beneficial ownership of the business assets of the Consignor. Effective Control means the ability to control the composition of the Consignor's board of directors or having more than 50% of the shares which are attached to voting rights at general meetings.
28. Account Service Fee of **\$9.97** (including GST) to apply to all invoices.
29. Important Notice:

These Terms & Conditions exclude or limit liability for certain losses or damage that may occur in the carriage of your goods. You are therefore advised to read these conditions carefully, and to take legal advice if deemed necessary. We would advise you to consider purchasing external insurance cover to ensure that our interests where required are fully protected. Please refer to www.calibrelogistics.com.au for up to date copy of these Terms & Conditions.

SIGNATURE OF AUTHORISED PERSON

POSITION HELD

NAME IN BLOCK LETTERS

DATE