

ABN 12 161 017 278



Silver link in your supply chain

14 Howard Smith Dr
Port of Brisbane, Qld, 4178

Ph: 1300 660 470

Fax: (07) 3909 3389

E-Mail : accounts@deluxefreight.com.au

APPLICATION FOR CREDIT ACCOUNT

APPLICANT DETAILS:

ARE YOU: A COMPANY () PARTNERSHIP () SOLE TRADER () OTHER ()

ABN: _____ ACN: _____

NAME OF COMPANY; TRADING NAME OR PARTNERSHIP ETC:

STREET ADDRESS: _____

POSTAL ADDRESS: _____

NATURE OF BUSINESS: _____ ESTABLISHED: _____ YEARS

CONTACT DETAILS:

ADDRESS FOR ACCOUNTS: _____

CONTACT PERSON FOR ACCOUNTS: _____

PHONE NO: _____ FAX: _____ MOBILE: _____

EMAIL ADDRESS FOR ACCOUNTS: _____

CREDIT LIMIT APPLIED FOR: _____

Document Title:	Application for Credit Account				
Prepared By:	Cherie Luxton	Version No:	1	Document Code:	CRAPP1-1
Reviewed By:		Issue Date:	02/05/2013	Review Frequency:	12 Months
Approved By:	Craig Luxton	Page No:	Page 1 of 8	Date Last Printed:	02/05/2013

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Preference for receipt of invoices/ Statements:

EMAIL: _____ FAX: _____ MAIL: _____

Are purchase order numbers required: Yes () No ()

TRADE REFERENCES: (CURRENT ONLY)

CREDITOR: _____ PHONE NO: _____

CREDITOR: _____ PHONE NO: _____

CREDITOR: _____ PHONE NO: _____

FULL DETAILS OF ALL DIRECTORS:

SURNAME: _____ FIRST NAME: _____ DATE OF BIRTH _____

RESIDENTIAL ADDRESS: _____ PHONE NO: _____

SIGNATURE: _____

SURNAME: _____ FIRST NAME: _____ DATE OF BIRTH _____

RESIDENTIAL ADDRESS: _____ PHONE NO: _____

SIGNATURE: _____

SURNAME: _____ FIRST NAME: _____ DATE OF BIRTH _____

RESIDENTIAL ADDRESS: _____ PHONE NO: _____

SIGNATURE: _____

All invoices to be paid 14 days from the date of invoice.

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SIGNED By / for on behalf of the Applicant/s this _____ day of _____, 200_

By (print name) _____ POSITION _____

Witness (print name) _____ Signature _____

OFFICE USE:

APPROVED BY: _____ TERMS: _____ AMT CREDIT: _____

PRIVACY ACT ACKNOWLEDGEMENT, AUTHORITY & AGREEMENT

In accordance with the Commonwealth Privacy Act, all parties to a finance or credit application who are natural persons should complete this form (after reading it very carefully) and submit it to Deluxe Freight.

TO: DELUXE FREIGHT PTY LTD, ABN 12 161 017 278 "DF" DATE: ____/____/____
14 Howard Smith Drive, PORT OF BRISBANE QLD, 4178
FACSIMILE: 07 3909 3389
EMAIL: accounts@deluxefreight.com.au

Name/s of Applicant/s or Customer/s * _____

Type of Facility or Contract Number (if approved) * _____

1. Acknowledgement about collection, use and disclosure of privacy information by Deluxe Freight Pty Ltd.

We, being natural persons to whom the Privacy Act and the National Privacy Principles apply, hereby acknowledge and agree:-

- a) that Deluxe Freight will collect, record and store personal information that identifies us or from which my / our identity can be reasonably ascertained ("personal information") in order from time to time -
- i) To assess finance applications submitted by the above-named Applicant / Customer ("finance applications; and
 - ii) To manage credit facilities provided to the above named Applicant / Customer ("credit facilities"), including (but not limited to) the recovery of money owing, the administration of insurance claims, the maintenance of securities and / or the maintenance of goods; and
 - iii) To establish our address or whereabouts if correspondence or notices sent to us have not been deliverable; and
 - iv) To identify and send us information about other products or services that it is considered will be of interest to us but on the understanding that we may at any time stop this happening by contacting Deluxe Freight by mail, fax or email at the above addresses or by telephoning (07) 3909 3370 and speaking with a Customer Service Officer.
- b) That personal information collected may include sensitive information about my health where, in the opinion Deluxe Freight, that has a bearing on my capacity to meet my obligations (actual or proposed);
- c) That personal information may be obtained from third parties including credit reporting agencies, other credit providers, trade suppliers and public records including (but not limited to) electoral roles, land title registers, registers of births, deaths and marriages, registers of drivers licences (or other statutory or professional licences), motor vehicle registers, business name registers, bankruptcy records, court judgements, telephone numbers and tenancy records.
- d) that without personal information being collected, Deluxe Freight will be unable to assess finance applications or manage credit facilities that relate to the above named Applicant/ Customer;

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e) That, except in limited circumstances, we obtain details of the personal information Deluxe Freight holds about us by sending a request to Deluxe Freight at the above addresses by mail, facsimile or email.

f) That subject to the provisions of the Privacy Act, some of the personal information collected by Deluxe Freight may be disclosed to parties outside of Deluxe Freight (and its related Companies), but only so Deluxe Freight can obtain securitised funding for its business, process credit applications from the Applicant/ Customer or from us, keep s its records up to date and/or manage credit facilities provided to the Applicant/ Customer. Disclosure to outside parties may also be made if it is required or authorised by law. The types of organisations to whom information might be disclosed include (but are not limited to)-

- i) credit reporting agencies;
- ii) other credit provider including securitised lenders to Deluxe Freight;
- iii) a solicitor, accountant or broker nominated in Section 4 below;
- iv) suppliers and/or repairers of the goods or security which are the subject of credit facility;
- v) insurers, insurance brokers, insurance assessors or insurance investigators;
- vi) trade, commercial and/or mercantile agents and auctioneers;
- vii) auditors, solicitors, valuers, engineers, quantity surveyors or other professional consultants engaged to act for or to advise Deluxe Freight in connection with a credit application or credit facility relating to the Applicant/ Customer;
- viii) insolvency practitioners such as Administrators, Receivers and Liquidators, if there is default in regard to a credit facility provided to the Applicant/Customer.
- ix) Auditors appointed to examine the records of Deluxe Freight;
- x) The Australian Taxation Office and the Australian Securities & Investments Commission; and
- xi) Roads and Traffic Authorities, Vehicle Registration Authorities and/or Motor Clubs.

2. Authority from the Applicant/Customer who is a natural person for Deluxe Freight to perform certain actions.

We, the Applicant/ Customer, acknowledge and agree-

- a) that if it is considered relevant in assessing our application for finance, Deluxe Freight or its agent may obtain a report about our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons;
- b) that if it is considered relevant in assessing our application for commercial finance, Deluxe Freight may obtain from a credit reporting agency a credit report containing credit information about us.
- c) That if it is considered relevant to collecting overdue payments in respect of commercial finance provided to us, Deluxe Freight may receive from a credit reporting agency a credit report to containing information about us.
- d) That Deluxe Freight may give to and seek from any other credit providers named in the accompanying finance application and any credit providers that may be named in a personal or commercial credit report issued by a credit reporting agency or a commercial credit reporting agency respectively, information about our personal or commercial credit arrangements. We understand that this information can include information about our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.
- e) That Deluxe Freight may give to any guarantor or proposed guarantor any credit information or records that has/had bearing on our credit worthiness, credit standing, credit history or credit capacity in connection with our personal credit facilities. In the case of a proposed guarantor, the information is for the purpose of deciding whether to act as guarantor of or to offer security for such credit facilities.
- f) That Deluxe Freight may give to any guarantor of our personal credit facilities under a contract of guarantee or security entered into before the date of this authority, any personal credit information that is relevant to the amount or possible amount of the guarantor’s liability under the contract of guarantee or security.
- g) That Deluxe Freight may provide information about the amount outstanding on the credit facility to any person nominated in Section 4 below, to any company related to Deluxe Freight, or to an insurer handling an insurance claim relating to goods which are the subject of the credit facility or to property held as security for the credit facility.
- h) That Deluxe Freight (or any of its related companies) may use the information it has collected or will collect in connection with the credit facility for recovering any amounts owed by us to Deluxe Freight or a related company on any other account as well as any amount which Deluxe Freight or a related company is recovering as the agent of another party.

3. Authority from Director/s of the Applicant and/or Guarantor/s or proposed Guarantors/s for Deluxe Freight to Perform Certain Actions.

We, Director/s of the Applicant and or Guarantor/s or Proposed Guarantor/s, acknowledge and agree-

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- a) that,if it is considered relevant in assessing the application for the credit facility or collecting overdue payments in respect of the credit facility. Deluxe Freight may obtain from a credit reporting agency a credit report containing credit information about us.
- b) That Deluxe Freight may give and seek from any other credit providers named in the application for the credit facility and any credit providers that may be named in a personal or commercial credit report issued by a credit reporting agency or a commercial credit reporting agency respectively, information about our personal or commercial credit arrangements. We understand that this information can include any information about our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.
- c) That Deluxe Freight (or any of its related companies) may use the information it has collected or will collect in connection with the credit facility for recovering any amounts owed by us to Deluxe Freight or a related company on any account as well as any amount Deluxe Freight or a related company is recovering as the agent of another party.

4. Authority to Give Information to Agents

_____ Applicant/Guarantor/Director* _____
 Full Name (Printed) *Delete whichever is inapplicable Signature

_____ Applicant/Guarantor/Director* _____
 Full Name (Printed) *Delete whichever is inapplicable Signature

_____ Applicant/Guarantor/Director* _____
 Full Name (Printed) *Delete whichever is inapplicable Signature

_____ Applicant/Guarantor/Director* _____
 Full Name (Printed) *Delete whichever is inapplicable Signature

If insufficient space, please complete a second Acknowledgement and connect it to this one.

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TERMS AND CONDITONS OF CARTAGE

THIS AGREEMENT is made on the date specified in this Transport Contract Note BETWEEN: DELUXE FREIGHT PTY LTD (carrier) of the One Part AND: That party described as the Sender ("Consignor") of the Other Party
WHEREAS: The Carrier provides Transport Services and the Consignor has at the request of its directors (if any) requested the Carrier to provide these services on the terms and conditions contained below:

"DF" MEANS DELUXE FREIGHT PTY LTD ABN 12-161-017-278

"TCN" means TRANSPORT CONTRACT NOTE This is a contract between the consignor or the sender and the carrier (refer CHARGES 8)

"SUBBIE" means Sub-Contractor (refer SUB-CONTRACTOR 4)

Now this agreement witnesses as follows:

Term

- 1. This Agreement shall commence on that date :("Commencement date") specified in the TCN

DEFINITIONS

- 2. Any other person, firm or company with whom the carrier may arrange for carriage of any goods and person who is now hereafter a servant, agent, employee or sub-contractor of any such persons is hereafter referred to as the "subbie."

NOT A COMMON CARRIER

- 3. The Carrier is not a common carrier and does not accept liability as such. All articles are carried or transported and all storage and the other services are provided by the Carrier subject only to these conditions. The Carrier reserves the right to refuse the carriage or transport or storage of articles for any person or corporation at its discretion.

SUB-CONTRACTORS

- 4. The Consignor hereby authorized the Carrier (at the discretion of the Carrier) to arrange with a sub-contractor for the carriage of any goods the subject of this TCN. Any such arrangement shall be deemed to be ratified by the Consignor upon delivery of the goods to such Subbie, who shall thereupon be entitled to the full benefit of these terms and conditions to extend as the Carrier, and for this purpose the Carrier shall be deemed to enter into this TCN for its own benefit and also as agent for the Subbie.

DISCLAIMER

- 5. Unless otherwise agreed in writing, the Carrier shall be under no liability whatsoever, whether in tort, Contract or otherwise, for any loss of (including consequential loss) or damage to or deterioration of goods, or mi-delivery or failure to deliver, or delay in delivery of goods wither in transit or in storage for any reason whatsoever. The Carrier is authorized to deliver the goods at the address given to the Carrier by the Carrier shall be taken to have delivered the goods in accordance with this TCN if at such an address the driver obtains from any person a signed delivery docket for the goods.
5.1 The Carrier shall also not be liable for any loss (including consequential loss) concealed damage or damages caused b inherent nature of the goods carried or stored and whether caused by the negligence, wrongful act or default of the Carrier or by any other cause whatsoever.

INDEMNIFY

- 6. The Consignor shall save harmless and keep the Carrier indemnified against all claims or demands whatsoever by whomsoever made in excess of the liability of the Carrier under these conditions in respect of any loss, damage or injury however caused, whether or not by the negligence or willful act of the carrier, his servants, agents or sub-contractors.

INSURANCE

- 7. The goods shall not be insured by the Carrier for the benefit of the Consignor.
7.1 We recommend insurance. However we are unable to provide any form of insurance cover. Consignors are advised to find appropriate insurance coverage through a licensed insurer or broker.

CHARGES

- 8. The Carrier shall charge the Consignor in that amount set out in the TCN. The Consignor agrees to pay the charge rate within the time limit agreed in writing by the Carrier.
8.1 all amounts charged by the Carrier are deemed to be earned as soon as the goods are loaded and dispatched from the Consignor or Senders premises, and are not refundable in any event.
8.2 The consignor will be and remain responsible to the Carrier for all its proper charges incurred for any reason. A charge may be made by the Carrier in respect of any delay in excess of thirty (30) minutes commencing from the time the Carrier reporting for loading or

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unloading (unless such delay arises from the default of the Carrier). The Consignee shall be responsible for the provision of suitable labour to load or unload the vehicles of the Carrier.

LIEN

9. The Carrier has a lien for monies due to the carriage and /or storage of and other proper charges or expenses upon or in connection with the goods and the general lien for all monies charges due to the Carrier from the Consignor, Consignee or the Owner of the goods for any services rendered or accommodation provided by the Carrier to the Consignor, Consignee or Owner.
- 9.1 Where a lien is unsatisfied for a period of seven (7) days from the time of notice of such lien given by the Carrier to the Consignor, the goods may at the Carriers discretion be sold by public auction or private treaty and the proceeds of sale applied of sale applied towards the satisfaction of every such lien and all proper charges and expenses in relation thereto (including the expenses of the sales) and the Carrier shall account to the Consignor, Consignee or the Owner of the goods (as the case may be) for any surplus.

DANGEROUS GOODS

10. If the Carrier accepted dangerous goods for carriage or storage (as the case may be) such goods must be accompanied by a full declaration of their nature and contents and be properly and safely packed in accordance with statutory regulations applicable to the carriage of those goods.
- 10.1 The Consignor shall indemnify the Carrier against all loss (including consequential loss), damage or injury however caused arising out of the carriage or storage (as the case may be) of any dangerous goods, whether declared a such or not and whether or not the Consignor was aware of the nature of the goods.
- 10.2 The Consignor undertakes that the goods are packed in a manner adequate to withstand the ordinary risks of carriage or storage (as the case may be having regard to their nature and in accordance with all laws and regulations which may be applicable.

STORAGE

11. At the discretion of the Carrier the goods may be stored at any place at any time and be removed from any place at which they may be stored to any other place they may be stored.

CARRIAGE OF GOODS

12. The Consignor shall be deemed to authorize any deviation from the usual route or manner of carriage of goods which may in the absolute discretion of the Carrier be deemed reasonable or necessary in the circumstances.

Warranty

13. The Consignor expressly warrants that the Consignor is either now the authorized agent of the owner of any goods or property the subject matter herein. By entering into this TCN, the Consignor accepted these conditions for the Consignee as well as for all other persons on whose behalf the Consignor is acting.
- 13.1 The sender warrants that it has fully and adequately described the goods, their nature, weight and measurements and complied with all applicable laws and regulations (including the Australian code for the transport of Dangerous Goods by Road and Rail, Civil aviation regulations and the international maritime dangerous goods code) About the notification, classification, description labeling transport and packaging of the goods and that given their nature the goods are packed in a proper way to withstand the ordinary risks of the services.
- 13.2 The person delivering the goods to DF for the services is authorized to do so to sign this TCN.
- 13.3 It is either the owner or the authorized agent of the goods and it accepts these conditions for itself and the receiver, as well as for any other person for whom the sender is acting.

DIRECTOR'S GUARANTEE

14. In consideration of the Carrier entering into this agreement with the Consignor, the Directors of the Consignor (if it is a company) agree to be a party to this Agreement and jointly and severally unconditionally guarantee to the Carrier that the Consignor shall at times punctually discharge all its obligations under this Agreement including but not limited to it obligations to pay monies to the Carrier and will further indemnify the Carrier on demand against in respect of any loss damages, costs or expenses sustained or incurred by the Carrier in consequence of any failure on the part of the Consignor to discharge any obligation contained herein.

FORCE MAJEURE

15. It is expressly agreed that all rights, immunities and limitations of liability granted to the Carrier by the provisions set out herein shall continue to have their full force and effect notwithstanding any breach of the terms and conditions hereof by the Carrier.

DAMAGE

16. Where by express agreement or operation of law the Carrier becomes responsible for any damage to goods, no claim for such carriage will be allowed unless lodged in writing at the office of the Carrier within 48 hours after such delivery. It is expressly agreed that the lodgment of such claim in writing with 48 hours after delivery of the goods shall be a condition precedent to any right of the Consignor.

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Consignee or Other person beneficially entitled to the goods, to claim against the Carrier in respect of any liability to which the Carrier might be subject for the alleged damage.

NO REPRESENTATIVES

17. This Agreement contains the entire understanding of the parties as to its subject matter. There is no other understanding, agreement, warranty or representation whether express or implied in any way defining or extending or otherwise relating to these provisions or binding on the parties with respect to the storage and carriage or the matter to which the Agreement relates.

WAIVER

18. No waiver of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provisions.

INTERVENING EVENT

19. Notwithstanding any provision of the contrary in this Agreement the Consignor acknowledges that the Carrier may in some circumstances beyond its control be unable to comply or perform with its obligations with respect to Acts of God, Acts of the Queens Enemies, Inclement weather, strike, riot, civil commotion, lawful direction by a statutory authority or otherwise which results in the failure of the Carrier to comply or perform its obligations.

TRADE PRACTICES ACT

20. Notwithstanding anything herein contained, the Carrier shall continue to be subject to any condition or warranty implied by the Trade Practices Act 1974 (Cth) if and to the extent that the said Act is applicable to this Agreement and prevents exclusion, restriction or modification of any such conditions or warranty.

INCREASES

21. All charge rates and process contained in this Agreement are based upon rates of wages and salaries, price of fuel and oil and road taxes and charges prevailing at the date of this Agreement, and in the event of any increase, between the date of this Agreement and the date when the contract is commenced in the cost of any of those items so far as such items are incurred by the Carrier, in the performance of the contract or involved herein, then, the charges, rate or prices contained in this Agreement are to be increased by amount equivalents to the full amount of such increases in all such items so far as the same are so incurred or involved.

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