



ABN: 79 102 628 713

PO Box 4262
 Londonderry NSW 2753
 Ph: (02) 4776 - 2496
 Fax: (02) 4776 - 1715
 admin@aquariustransportgroup.com.au

30 DAY COMMERCIAL CREDIT ACCOUNT APPLICATION

GENERAL INFORMATION

| | |
|---------------------|---------------|
| Company Name | |
| Trading Name | ABN |
| Business Industry | |
| Trading Address | ACN |
| Suburb | Postcode |
| Postal Address | |
| Suburb | Postcode |
| Reception Telephone | Reception Fax |

CONTACT & INVOICING INFORMATION

| | | |
|------------------------|-----------------------|-------------|
| Primary Contact | Contact Telephone No. | Contact Fax |
| Email | | |
| Accounts Clerk Contact | Contact Telephone No. | Contact Fax |
| Email | | |
| Accounts Supervisor | Contact Telephone No. | Contact Fax |
| Email | | |

| | | | |
|---|----------------|-------|----------|
| Invoices should be sent via: <input type="checkbox"/> Email <input type="checkbox"/> Post | Email Address | | |
| | Postal Address | | |
| | Suburb | State | Postcode |
| Invoices to be sent to: | | | |

TRADING REFERENCES

| | | |
|-------------------|-----------------------|-------------|
| Trading Reference | Contact Telephone No | Contact Fax |
| Email | | |
| Trading Reference | Contact Telephone No | Contact Fax |
| Email | | |
| Trading Reference | Contact Telephone No. | Contact Fax |
| Email | | |



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TERMS OF CREDIT (Aquarius Transport Group Pty Ltd is referred to as "ATG")

1. In applying for credit with ATG, I/we (who in these terms will be referred to as "the Customer") acknowledge that any credit granted following this application will be subject to the terms and conditions stated in this application or as subsequently varied by ATG at its discretion and advised to the Customer.
2. Payment terms are "Net 30 Days", payment being due within 30 days from the date of invoice unless alternative terms are agreed upon by ATG in writing. Account payments are not subject to any settlement discount.
3. Credit limit approved by ATG and advised to the applicant must not be exceeded. ATG periodically reviews its credit limits. By signing these Terms of Credit, the Customer permits ATG to review and revise its credit limit from time to time. ATG may increase or reduce the Customer's credit limit at the Customer's specific request. ATG may also reduce the customer's credit limit without approval, but ATG will not reduce the Customer's credit limit below the outstanding balance on the Account at the time of the reduction without prior communication with the Customer.
4. ATG, or its representatives, reserves the right to actively pursue collection of outstanding amounts, and costs, if any, will be passed on to the account of the Customer.
5. ATG may at any time set-off amounts owed by ATG to the Customer from the amounts owed by the Customer to ATG. ATG will ordinarily apply payments against the oldest outstanding amount due.
6. The Customer indemnifies and holds harmless ATG and its officers, employees and agents from and against all actions, claims, proceedings or demands which may be brought or made against it or them or any of them in respect of any loss, injury, or damage arising out of any breach of these terms and conditions by the Customer or any negligent act or omission by the Customer and from and against all damages, costs and expenses incurred in defending or settling any action, claim, proceeding or demand arising from such breach, act or omission.
7. ATG hereby advises that, pursuant to s. 18E(8) of the Privacy Act 1988, information disclosed in the course of this credit application may be disclosed to a credit reporting agency. Under Section 18E(8)(c) of the Privacy Act 1988 ATG is allowed to give a credit reporting agency personal information about the Customer's credit application, information which may be given to an agency is covered by Section 18E(1) of the Act and includes identity particulars (as permitted by the Privacy Commissioner's determination issued under Section 18E(3)); the fact that the Customer has applied for credit and the amount, the fact that ATG is a credit provider to the Customer, payments which become overdue outside of agreed trading terms and for which collection action has been commenced; advice that payments are no longer overdue; cheques drawn by the Customer which have been dishonoured more than once; in specific circumstances, that in the opinion of ATG you have committed a serious credit infringement; that credit provided to you by ATG has been paid for or otherwise discharged.

Pursuant to ss. 18K(1) and 18N (1) of the Privacy Act 1988 and para. 2.12 of the Credit Reporting Code of Conduct issued under s. 18A of that Act, the Customer hereby agrees to ATG obtaining personal information from a credit reporting agency or a credit provider for the purpose of assessing this application for commercial credit (including information as to creditworthiness); and agree to that agency or provider providing that information to ATG for that purpose. You further agree to the obtaining from, and provision by, such agency or provider further credit reports, which may assist ATG in recovering any sums outstanding under the terms of the commercial credit agreement to which this application may lead.
8. ATG is not liable for any costs incurred in the completing of this Credit Application form. You are responsible for any stamp duty or other government charges levied on or in connection with this Application, Terms and Conditions, credit facility or guarantee.
9. Director's Guarantee – If you are a body corporate, ATG may require one or more of your directors or officers to guarantee repayment of the balance of the credit facility. ATG will notify you of this requirement and seek your consent.
10. Confidentiality of your information – Except as required by law, ATG will only use or disclose your personal information as necessary for the credit facility - for example, to Accounts Receivables staff or to external auditors.
11. Default – If you or an authorised operator:
 - a. obtain credit by fraud or dishonesty; or
 - b. allow the amount of a monthly statement to remain unpaid for more than 30 days from its due date; or
 - c. breach any of these terms and conditions; or
 - d. being an individual commit an act of bankruptcy or become insolvent under administration; or
 - e. become an externally-administered body corporate or have an application for winding-up filed against you; or
 - f. use the credit facility in circumstances where ATG believes that the continued use of the credit facility may cause loss
 - g. or damage to you or ATG; or if
 - h. any person who has guaranteed your obligations under the credit facility withdraws his, her or their guarantee, then ATG may close or suspend the credit facility. If the credit facility is closed or suspended then ATG may require immediate payment of all outstanding amounts. Suspension or cancellation does not affect any of your obligations or those of any authorised operator in respect of the credit facility.



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DIRECTORS, SOLE TRADERS AND PARTNERSHIPS

If more than 2 please indicate how many

| | | | | | | | | | | | | | | | | | | | |
|---------|--------|-----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 1. Name | D.O.B. | DVLIC No. | | | | | | | | | | | | | | | | | |
| Address | | | | | | | | | | | | | | | | | | | |
| 2. Name | D.O.B. | DVLIC No. | | | | | | | | | | | | | | | | | |
| Address | | | | | | | | | | | | | | | | | | | |

ADDITION INFORMATION AND AUTHORISATION

Please list below any additional information you may feel is relevant to your request to a credit application.

For this application to be processed one of the signatories must be the Managing Director and the other must be the Primary Contact.

I/We accept and agree to comply with the above in respect to the provision of a credit account with Aquarius Transport Group Pty Ltd Terms of Credit 1 to 14.

| | | | |
|-----------|-----------------------|----------------------|-----------------------|
| Name | Managing Director | Primary Contact Name | Position |
| _____ | _____ / _____ / _____ | _____ | _____ / _____ / _____ |
| Signature | Date | Signature | Date |

PLEASE RETURN COMPLETED FORM TO:
 PO BOX 4262 Londonderry NSW 2753, Australia
 FAX: 02 4776 1715
 EMAIL: admin@aquariustransportgroup.com.au