

TRANSWAYS LOGISTICS INTERNATIONAL

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CREDIT ACCOUNT APPLICATION FORM AND GUARANTEE

(Strictly Confidential)

All questions must be answered

Guarantor/s to sign at Page 3

The Customer hereby applies to open a Credit Account with Transways Group Pty Ltd trading as Transways Logistics International ("Transways")

CUSTOMER'S FULL NAME _____

TRADING NAME (if applicable) _____

HEAD OFFICE / POSTAL ADDRESS _____ POSTCODE _____

EMAIL ACCOUNTS _____

PHONE NO. _____ FAX NO _____

A.B.N. _____ A.C.N. _____ DATE BUSINESS COMMENCED _____

FULL NAMES AND ADDRESSES OF DIRECTORS, PARTNERS OR PROPRIETORS OF CUSTOMER

Name	Position	Address
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____

FULL NAMES AND ADDRESSES OF GUARANTORS

Name	Address
1) _____	_____
2) _____	_____
3) _____	_____

Amount of Credit requested A\$ _____

Class 8

Terms: **DISBURSEMENTS > \$1000 PAYMENT BY EFT PRIOR TO DELIVERY OF CARGO
14 DAYS ON FREIGHT & FINAL CHARGES ****

** Credit on freight only applies to shipments via TRANSWAYS LOGISTICS INTERNATIONAL network.

Note: TRANSWAYS is not in a position to offer credit on GST/DUTY on your imports. Unless you have arranged for its deferral, or agreed to pay the GST/DUTY directly to the Customs Department, Transways will require GST/DUTY to be paid and processed before Transways can arrange delivery.

BANK REFERENCE

BANK NAME _____ ADDRESS _____

CONTACT _____ TELEPHONE _____

BSB NO _____ ACCOUNT NO _____

TRADE REFERENCES

Name	Contact	Fax No.
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____

On behalf of the customer I confirm that I have read and understood the attached Terms and Conditions of Trade and that the Customer acknowledges that it is bound by such Terms and Conditions and that the conditions will govern any contract for the delivery of goods entered into between the Customer and Transways.

I confirm all the information given within this application is correct and that no material information has been withheld. I authorise Transways to conduct credit checks or obtain a credit worthiness report as permitted under the Privacy Act. I declare that I am authorised to sign this document.

GUARANTEE

I / We _____

of _____
hereinafter referred to as "the guarantor/s"

IN CONSIDERATION of **TRANSWAYS GROUP PTY LTD A.C.N. 057.873.426 ("Transways")** having agreed to supply goods from time to time to at the request of –

Name of Customer _____ A.C.N. _____

(Hereinafter referred to as "the Customer")

the person or persons whose signatures appear hereunder as guarantors ("**the guarantors**") guarantee and, if they number more than one, **JOINTLY AND SEVERALLY GUARANTEE** to Transways and its assigns the due payment by the customer of all moneys which may from time to time hereafter be payable to Transways on any account whatsoever without limitation as to amount on the due date or dates for payment whether being in respect of goods sold and delivered or any other debt howsoever arising out of the trading relationship between Transways and the customer together with all legal and other costs and expenses of and incidental to recovering or attempting to recover any moneys from the customer.

This guarantee shall be a continuing guarantee and shall not be affected by any time or other indulgence granted by Transways to the customer or to the guarantors and shall be enforceable immediately **WITHOUT** demand upon default by the applicant in paying any moneys owing to Transways on the due date for payment.

This guarantee shall be in addition to any security or other right available to Transways against the customer or any other person or entity and shall be enforceable notwithstanding that no action has been taken against the customer prior to the commencement of any proceedings pursuant to this guarantee. In the event that any payment is made to Transways by the customer and later voided by the application of any provision of the *Corporations Act* or the *Bankruptcy Act 1966* or any other statutory enactment, such payment shall be deemed not to discharge the guarantors' liability and that in such an event Transways and the guarantors are to be restored to the rights which each respectively would have had if the payment had not been made.

In order to better secure the liability of the Guarantor hereunder (whether as a Guarantor or as a principal) the Guarantor hereby charges all his property of whatsoever nature and wheresoever situate and whenever acquired with payment of his liability here under and agrees to execute such further or better securities over any such property in such form as the Solicitors for Transways may prescribe within 14 days of being called upon to do so and failing execution does hereby appoint the Secretary for the time being of Transways as his attorney to execute such documents in his name and or on his behalf.

In the event that the customer is a partnership, the liability of the guarantors under this guarantee shall not be affected, impaired or discharged by any change in the membership of such partnership. In the event that the customer is a corporation incorporated pursuant to law, the liability of the guarantors shall not be affected, impaired or discharged by any change in the directorship of or shareholding in the customer. Further the liability of the guarantors under this guarantee shall not be affected, impaired or discharged by any variations in the trading terms between Transways and the customer. Any dividends or other payments received by Transways under any insolvency administration administered pursuant to the terms of the *Corporations Act* or the *Bankruptcy Act 1966* shall be taken and applied in gross and the guarantors' right to be subrogated to Transways in respect thereof shall not arise until Transways has received the full amount of all moneys owing to it by the customer and this guarantee shall be security to Transways in respect of moneys owing by the customer. Transways shall be entitled to grant releases and discharges of any of the guarantors as it thinks fit without prejudice to or in any way limiting, affecting or discharging the liability of those guarantors who have not been so released or discharged.

DATED the _____ day of _____ 20 ____

<i>Signed by the Guarantor</i>	<i>Print name of Guarantor</i>
<i>Signature of Witness</i>	<i>* Print name, address & JP Number of Witness</i>
<i>Signed by the Guarantor</i>	<i>Print name of Guarantor</i>
<i>Signature of Witness</i>	<i>* Print name, address & JP Number of Witness</i>

* Signed in presence of a practising J.P. or you may sign in presence of a Transways' Employee