

APPLICATION FOR CREDIT

I/WE _____ ACN _____ ABN _____

of _____

Presently called "the Applicant" apply to **NATIONAL FREIGHT MANAGEMENT (ACN 084 615 136) (ABN 77 084 615 136)** (the Company) for credit facilities in respect of goods or services supplied to the Applicant by the Company.

The Applicant gives the following consents and acknowledgments:

1. That for the purposes of processing this application the Applicant acknowledges that the Company has informed the Applicant, in accordance with S18E(8xc) of the Privacy Act, that certain items of personal information about the Applicant's application for credit the Applicant agrees to the Company obtaining from a credit reporting agency a credit report containing personal credit information about the Applicant in relation to credit provided by the Company.
2. That if the Company considers it relevant to the assessment of the Applicant's application for credit the Applicant agrees to the Company obtaining from a credit reporting agency a credit report containing personal credit information about the Applicant in relation to credit provided by the Company.
3. That for the purpose of processing this application the Applicant agrees that the Company may give and seek from any credit providers named in a credit report issued by a credit reporting agency information about the Applicant's credit arrangements. The Applicant understands that this information can include any information about the Applicants 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.
4. The Applicant acknowledges the provision of an accurate copy of the standard form of Consignment Note used exclusively by the Company and further acknowledges having become familiar with the terms of the "General Conditions of Contract" appearing on the reverse of that form.
5. The Applicant acknowledges that if the Company accepts the application then all future transactions between the Company and the Applicant will be conducted strictly in accordance with the TERMS OF TRADING appearing below which the Applicant acknowledges having read and accepted.
6. The Applicant acknowledges and consents to the terms and obligations contained in the attached "Conditions of Carriage" being incorporated into this Application for Credit.

APPLICANT'S WARRANTIES

THE APPLICANT HEREBY WARRANTS to the Company that the statements and information provided in this Application for Credit are true and correct and the Applicant further acknowledges that such representations, statements and information shall be acted upon and relied upon by the Company in considering this application.

1. MONTHLY CREDIT REQUIRED/LIMIT: _____
2. APPLICANT'S FULL NAME: _____
3. APPLICANT'S PLACE OF BUSINESS: _____
4. APPLICANT'S MAILING ADDRESS: _____
(if different from place of business)_
5. APPLICANT'S TELEPHONE NUMBERS:
BUSINESS _____
MOBILE: _____
FACSIMILE: _____
6. APPLICANT'S BANKER: _____

BRANCH: _____

7. TRADE REFERENCES:
 1. _____ Phone: () _____ Fax: () _____
 2. _____ Phone: () _____ Fax: () _____

3. _____ Phone: () _____ Fax: () _____

8 FULL NAMES OF OWNERS AND/OR DIRECTORS:

1. _____

2. _____

CONDITIONS OF CARTAGE

Upon this Application being accepted by the Company the following terms, (wherein the Applicant is referred to as "the Consignor" apply.

1. PAYMENT

1.1 The Consignor will pay to the Company all charges, outgoings, costs, expenses and fees whether set out in invoices or as notified or otherwise for services rendered or goods carried by the Company within fourteen (14) days from the date of postage to or delivery of the invoices to the Consignor or from the date of notification as aforesaid. Freight shall be considered earned whether the goods are delivered to the Consignee or not whether damaged or otherwise. Under no circumstances will any payment for freight be refunded.

1.2 The "General Conditions of Contract" set out on the reverse side of the Consignment Note of the Company shall be incorporated into and form part of these terms.

1.3 In the event of the Consignor defaulting in paying the whole amount set out in the invoices or as notified to the Consignor by the Company the Consignor shall pay interest on the amount owing at the rate of fifteen per cent (15%) per annum until the amount has been paid in full. Such interest shall be calculated from the date the amount was payable, the date of notification to the Consignor or the date of the invoice whichever is the earlier.

2. DEFAULT

Where the Consignor defaults in making any or any payment or payments due to the Company on or before the expiration of fourteen (14) days aforesaid the amount not paid shall be a debt due and owing by the Consignor to the Company which amount can be sued for in a Court of competent jurisdiction with the costs of such suit being payable by the Consignor.

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3. OWNERSHIP OF GOODS

The Consignor warrants to the Company the ownership of and right and title to and interest in all goods carried by the Company for or on behalf of the Consignor remains that of the Consignor and where default is made by the Consignor in the payment of fees for the carriage by the Company of the said goods the Company shall be entitled to retain possession of the said goods and to sell whether by public auction or by private treaty the goods and apply the proceeds there from after payment of the Company's costs and expenses, to the reduction of the amount payable by the Consignor to the Company and the Consignor warrants, consents and undertakes to the Company to allow and permit the Company to enter upon any premises, if necessary by force, upon or at which the said goods are in the opinion of the Company stored and re-take possession of the said goods and the Consignor will indemnify the Company for any claim made by the owner of such property for damage caused by the entry and taking of possession as aforesaid.

4. RISK

4.1 All goods carried by the Company for and on behalf of the Consignor shall be at the risk of the Consignor from the time the goods are collected from the Consignor and the Company shall not be under any liability whether in tort or in contract for any loss of or damage to or misdelivery delay on delivery, concealed damage, deterioration, contamination, evaporation or non-delivery of goods held in its care, custody or control, or any consequential loss arising therefrom howsoever caused including but not limited to any negligence or breach of contract by the Company

4.2 The Consignor acknowledges and accepts that the Company accepts no liability whether in tort or in contract for any loss, damage or injury of any kind however arising (including but not limited to any negligence or breach of contract by the Company) caused or incurred or occurring during any part of the movement or any process involved therein or ancillary thereto or during the incidental storage of any goods carried by the Consignor. This disclaimer extends to include not only loss of or damage to the goods or totemised equipment itself but also loss, damage or injury to any person, property or thing and any loss consequentially or otherwise arising from any loss, damage or injury aforesaid however caused including but not limited to any negligence or breach of contract by the Company.

5. LAW OF THIS CONTRACT

This contract and the documents referred to herein shall be construed in accordance with the law in force from time to time in the State of Victoria and the parties irrevocably submit to the jurisdiction of the Courts of the State of Victoria to the hearing and determination of any proceedings arising out of, connected with or related to this contract.

6. GUARANTEE

Where the Applicant/Consignor is a company the Directors of such company:

6.1 Hereby irrevocably and jointly and severally guarantee the due performance of the company's obligation under this contract; and

- 6.2 Acknowledge that this guarantee shall not, in any way, be abrogated, abated or lessened or waived through any act or omission of the Company,
And
- 6.3 Undertake to execute such further guarantee, as the Company requires.

7. RATES OF CARRIAGE

These rates accompany the **“Quotation and Submission”** by the Company to the Consignor and the Consignor acknowledge, as testified by its execution hereof, that:

- 7.1 Goods carried by the Company are not insured and are subject to the **“General Condition of Contract”** printed on the reverse side of the Company’s Consignment Notes;
- 7.2 The Company is not a common carrier;
- 7.3 These rates apply when charged to the Consignor’s account only. Freight charges on consignment will be charged at the Company’s scheduled rates current at the time of dispatch;
- 7.4 The Company reserves the right to review the rates in the **“Quotation and Submission”** whether as a result of variations to Award wages and conditions or otherwise or from the impost of Government or statutory charges or otherwise, such variations touching and concerning transport costs or any other variations affecting transport costs;
- 7.5 These rates and the **“Quotation and Submission”** supplied herewith will lapse if the transport service is not provided within twenty-one (21) days from the date hereof;
- 7.6 Where service is requested and performed to any destination not covered or referred to in this **“Quotation and Submission”** the Company’s charge will be at the scheduled rates as at the day of transaction

8. PALLETS

Pallets are regarded at all times as part of the consignment and will be assessed as being 50 kilograms per pallet and this will be added to the stated weight unless the Consignor has expressly included the weight. The de-hiring, exchanging or transfer of all pallets, pallet cages, stillages and other containers or packing remains the responsibility of the Consignor unless prior arrangements are made with the Company.

9. GST

All payments under this Agreement are exclusive of GST which will be payable in addition thereto upon the provision of a tax invoice by the Company to the Consignor **AND** the terms defined in “A New Tax System (Goods and Services Tax) Act 1999 (Cth)” have the same meaning in this Agreement unless otherwise provided.

These Conditions of Carriage are accepted by the Consignor signed for and on behalf of the Consignor by Owners and/or Directors.

| | | |
|------------|------------------------------|------|
| PRINT NAME | SIGNATURE Director/Guarantor | DATE |
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