

APPLICATION FOR CREDIT ACCOUNT

PLEASE COMPLETE EVERY SECTION OR STATE 'NOT APPLICABLE'

Section A: Applicant

| | | | |
|--------------------------------|--|---------------------------|--|
| Applicants (Entity) Name: | | | |
| Trading As: | | | |
| If Company ABN: | | ACN: | |
| Date of Birth (if sole trader) | | | |
| Type of Entity: | | If other – please specify | |
| Type of Business: | | If other – please specify | |
| Date Commenced: | | | |
| Trading Address: | | | |
| Telephone Number: | | | |
| Mobile Number: | | | |
| Facsimile Number: | | | |
| Postal Address: | | | |
| Email Address: | | | |
| Credit Requirement: | | | |

Accounts Payable Details:

| | | | |
|------------------------------|--|----------------|--|
| Name: | | Mobile Number: | |
| Email Address: | | | |
| Email Addresses for Invoices | | | |

Purchasing Details:

| | | | |
|------------------------------|--------------------------|----------------|--|
| Same as Accounts Payable? | <input type="checkbox"/> | | |
| Name: | | Mobile Number: | |
| Email Address: | | | |
| Is an order number required? | | | |

Section B: Personal Details (please select correct one)

| | | | |
|--------------------------------------|-------------------------------------|--------------------------------------|----------------------------------|
| Director(s) <input type="checkbox"/> | Partner(s) <input type="checkbox"/> | Sole Trader <input type="checkbox"/> | Trustee <input type="checkbox"/> |
| 1 First Name: | | Surname: | |
| Residential Address: | | | |
| Email Address: | | Date of Birth: | |
| Telephone Number: | | Mobile Number: | |

| | | | | |
|---|----------------------|--|----------------|--|
| 2 | First Name: | | Surname: | |
| | Residential Address: | | | |
| | Email Address: | | Date of Birth: | |
| | Telephone Number: | | Mobile Number: | |
| 3 | First Name: | | Surname: | |
| | Residential Address: | | | |
| | Email Address: | | Date of Birth: | |
| | Telephone Number: | | Mobile Number: | |

Section C: Trust(s) Is this Application or any person signing this application a trustee? If so, state in each case:

| | | | |
|----------------------|--|-------------------------------------|--|
| (i) Name of Trust(s) | | (iii) Date of Trustee's appointment | |
| (ii) ABN of Trust(s) | | (iv) Date of creation of Trust | |

Section D: Business Premises

| | | | | |
|-----------------------------------|-----|--------------------------|----|--------------------------|
| Are the Business premises leased? | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| If 'Yes' Landlords name: | | | | |
| Landlords phone number: | | | | |

Section E: Property Holdings (list properties owned by director/company to secure applicant's account)

| | |
|----------------------|--|
| Details of Property: | |
|----------------------|--|

Section F: Trade References (Companies with whom the applicant is currently trading. NO banks or Finance Companies – Four (4) references are required)

| | | | | |
|----|--------|--|--------|--|
| 1. | Phone: | | Email: | |
| 2. | Phone: | | Email: | |
| 3. | Phone: | | Email: | |
| 4. | Phone: | | Email: | |

Section G: Accountant

| | | | |
|------------------------------|--|---------------------------|--|
| Name of Accountant: | | Accountants phone number: | |
| If 'Company' state: | | | |
| Paid Up Capital: | | Annual Sales: | |
| Number of Employees: | | Number Sub Contractors: | |
| Bank: | | Branch: | |
| Security for Bank Overdraft: | | | |

Section H: Privacy Act

Brooks Heavy Transport Service Pty Ltd (ACN 647 909 519) ("Brooks") is committed to preserving the Applicant's privacy. Brooks' policy on the handling of personal information will comply with the principals set out in the Privacy Act, 1988. A copy of Brooks' Privacy Policy can be obtained on request.

The Applicant authorises Brooks to:

- a) Obtain from its credit reporting agencies or other credit report agencies or others a credit report containing personal credit information about the Applicant in relation to commercial credit provided by Brooks.
- b) Brooks may give to and seek from, all trade references or credit providers named in this Credit Application and any credit providers that may be named in a credit report issued by a credit reporting agency, information about the Applicant's arrangements.
- c) Obtain any information about the Applicant's credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.
- d) Disclose the contents of any credit report on the Applicant or any Guarantor to any credit practice or credit reporting agency and to any of its solicitors and mercantile agents.

In the event that the Applicant or any Guarantors fails to meet its payment obligations to Brooks, Brooks may be entitled to disclose this to a credit reporting body. The credit reporting agencies that Brooks may use include without limitation VEDA at www.mycreditfile.com.au 1300 762 207.

If the Applicant does not provide the information requested in this document Brooks may be unable to process the Application.

Section I: Terms and Conditions of Carriage

The Applicant and each signatory of this Application for Cash Account ("this Application") agree and declare that:

1. The Terms and Conditions of Carriage in the form attached to this Application apply to the exclusion of any other terms and conditions proposed by the Applicant on any order or other form, unless otherwise agreed by Brooks and the Applicant in writing.
2. They have read and understood the Terms and Conditions of Carriage.
3. By signing this Application, the Applicant will be bound by the Terms and Conditions of Carriage without the need for execution of any other documents.
4. The Applicant and each signatory consent to the matters contained in the Terms and Conditions of Carriage concerning credit reporting.
5. The Applicant and each signatory acknowledge that Brooks may amend any provision of the Terms and Conditions of Carriage from time to time by giving notice of the amendment to the Applicant.
6. Brooks may in its absolute discretion decline to provide goods and/or services to the Applicant at any time if it has reasonable cause to do so.
7. All completed forms to be sent to AR@brookstransport.net.au

Section K: Executed as an Agreement

Please Sign Section A (Individual / Sole Trader / Partnership / Trust), B (Company), or C (Trust)

A Individual / Sole Trader / Partnership

Signature: _____

Name: _____

Witness Signature: _____

Witness Name: _____

Dated: _____

B Company: In accordance with section 127 of the Corporations Act by its authorised officers

Signature of Director: _____

Name: _____

Signature of Director/Secretary: _____

Name: _____

Witness Signature: _____

Witness Name: _____

Dated: _____

C Trustee (Corporation) In accordance with section 127 of the Corporations Act by its authorised officers

As Trustee for the: _____ Pty Ltd

Trust

Signature of Director: _____

Name: _____

Signature of Director/Secretary: _____

Name: _____

Witness Signature: _____

Witness Name: _____

Dated: _____

Guarantee and Indemnity

Each director of the Applicant or if the Applicant is a trust, each trustee or director of the trustee ("Guarantor") must sign this document. Each Guarantor should seek legal advice on this document. If there are more than three directors, please attach additional details to this form.

In consideration of Brooks agreeing to provide services of Carriage to the Applicant, the Guarantors hereby agree with Brooks as follows:

1. The Guarantors hereby jointly and severally guarantee the due payment to Brooks of all money and performance of all obligations now or in the future, actually or contingently, owing by the Applicant to Brooks including for all goods and/or services that Brooks may from time-to-time supply or have already supplied to the Applicant ("Money Secured"). As a separate covenant the Guarantors jointly and severally indemnify Brooks for all loss in respect of non-payment by the Applicant of any Money Secured and non-performance of any obligation owed to Brooks by the Applicant.
2. This guarantee and indemnity shall be a continuing guarantee and indemnity for all debts and obligations whatsoever and whensoever incurred by the Applicant to Brooks.
3. This Guarantee shall terminate if the Guarantors give Brooks not less than 30 days written notice of their desire to terminate this Guarantee and if at the expiration of such period of notice all liabilities and obligations of the Applicant to Brooks have been discharged in full and no Money Secured is outstanding for payment by the Applicant to Brooks.
4. If Brooks is obliged (or reasonably considers itself obliged) to disgorge any money or property received from the Applicant (for example as a preference or voidable transaction in the insolvency of the Applicant) then that termination shall be taken never to have taken effect in respect of that money or the value of that property and this guarantee and indemnity shall have continued effect accordingly.
5. The liability of each Guarantor under this guarantee and indemnity is absolute and unconditional and shall not be discharged or affected by anything that may have that effect but for this clause including but not limited to time or indulgence given to the Applicant, insolvency of the Applicant, variation, substitution or release of the Applicant's obligations or those of any other Guarantor, taking or failure to take, register or enforce security from the Applicant or anyone else, failure of any person who may have been intended to sign this document to do so or do so validly, and any omission to give notice to the Guarantors or anyone else of anything.
6. The Guarantors must not exercise any right of subrogation or make any other claim they may have against the Applicant until Brooks has received the full amount owing by the Applicant. Where the Guarantor has the right to prove in any insolvency administration of the Applicant, the Guarantor must do so and hold any dividends received on trust for Brooks.
7. To secure the Guarantors' obligations under this guarantee and indemnity and the Money Secured, the Guarantors (and each of them) hereby charge in favour of Brooks all of their estate or interest in any freehold or leasehold land wheresoever situate which the Guarantors now have or may hereafter acquire hereby acknowledge that Brooks shall have a caveatable interest in such land.
8. Each Guarantor:
 - a) agrees to deliver to Brooks within seven (7) days of written demand a Memorandum of Mortgage in registrable form incorporating the covenants contained in Memorandum No. J714317 registered at the Landgate Western Australia as amended to comply with and reflect any appropriate law in the jurisdiction(s) where the Guarantor has any beneficial interest in real property and as amended appropriately to comply with any formal requirements of registration.
 - b) authorises and consents to Brooks taking all actions necessary to give effect to this security including the lodgement of a caveat upon title of the Guarantor's real property. The Guarantor hereby irrevocably appoints Brooks and any person nominated by Brooks severally the attorney of the Guarantor with power to execute, sign, seal and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) such mortgage or other document to give effect to his security.
 - c) if the security created by this document is or becomes void or unenforceable, it may be severed from this guarantee and indemnity without any effect on its validity and the Guarantor shall not be exonerated in whole or in part, nor shall Brooks' rights, remedies or recourse against the Guarantor be in any way prejudiced or adversely affected by such severance.

9. A certificate signed by a director, secretary, financial controller or credit manager of Brooks shall be prima facie evidence of the amount of the Money Secured owed by the Applicant or Guarantor to Brooks at that time.
10. Each Guarantor acknowledges that Brooks has afforded him, her or it full and unrestricted opportunity of seeking independent legal advice before signing this guarantee and indemnity.
11. Notices to be served on a Guarantor concerning any matter relating to this guarantee and indemnity shall be deemed served if posted to the Guarantor by mail at their aforesaid personal addresses. However, this does not limit any other way in which service may be affected.
12. This guarantee and indemnity shall be governed by the laws of Western Australia.
13. The expression Guarantor includes each Guarantor separately as well as any two or more of them collectively and includes also any Guarantor's personal representative(s).
14. Words importing the plural number or the singular number in this guarantee and indemnity include the singular number and the plural number respectively.

Guarantors' Details - Please insert full names and residential addresses of each Guarantor

Full Name of Guarantor:

Address:

Full Name of Guarantor:

Address:

Full Name of Guarantor:

Address:

Signed by the Guarantors

Dated:

Signature of Guarantor:

In the presence of:

Full Name of Guarantor:

Signature of Witness:

Full Name of Witness:

Signature of Guarantor:

In the presence of:

Full Name of Guarantor:

Signature of Witness:

Full Name of Witness:



Signature of Guarantor:

Full Name of Guarantor:

In the presence of:

Signature of Witness:

Full Name of Witness: