



Queensland Bulk Terminals Pty. Ltd.  
156 Colmslie Road, Murarrie QLD 4172  
PO Box 220, Archerfield QLD 4108 Australia  
Tel: +61 7 3902 0321 Fax: +61 7 3399 8460

ABN 89 138 437 260

Email: Anne.LeProu@wilmargavilon.com

## CREDIT APPLICATION

Full Legal Trading Name: \_\_\_\_\_

ABN / ACN: \_\_\_\_\_

Physical address of Business: \_\_\_\_\_

Postal address of Business: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Email: \_\_\_\_\_

Please tick as applicable: Private Company  Partnership  Public Company  Sole Trader

How long Established: \_\_\_\_\_ Estimated Monthly Purchases: \_\_\_\_\_

Credit Required: \_\_\_\_\_ Terms: \_\_\_\_\_

### CUSTOMER CONTACT DETAILS

NAME	POSITION	DIRECT Ph. No.	MOBILE No.	EMAIL



# Queensland Bulk Terminals Pty Ltd

## Directors / Partners / Proprietors

1. Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

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2. Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

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3. Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

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## Business References

1. Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

4. Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_



The applicant applies to have a credit account (the terms and conditions of which appear hereafter) opened in the Applicant's name with QUEENSLAND BULK TERMINALS trading as QBT hereinafter called "the Company". The applicant declares that the above information is true and correct in every particular. In consideration of the Company agreeing to grant credit facilities to the Applicant if the Applicant is a company, we the undersigned, do hereby jointly and severally and personally guarantee payment of the Applicant's account and all moneys now and hereafter owed by the Applicant to the Company and agree to be bound by the terms and conditions contained on this application form. In the event of all or any of the directors of the Applicant not signing this form, we the signatories of this form will accept full liability under the agreement.

#### **TERMS AND CONDITIONS**

1. In these Terms and Conditions: -

"Applicant" shall mean and include the person, firm or company for whom or which credit facilities are granted.

"Company" shall mean QUEENSLAND BULK TERMINALS trading as QBT its successors or assigns, its servants and agents.

"Form" means the Credit Application herein.

"Goods" mean any goods or services or work or materials supplied by the Company to the Applicant from time to time.

"Guarantor" shall mean and include the person, firm or company who or which signify their agreement to guarantee liabilities of the Applicant.

The singular shall include plural.

"Credit Application" means the details supplied by the Applicant on the credit application form

"Services" - the provision of services per relevant agreements for Terminal/Port handling services

2. All accounts are payable within thirty (30) days or as otherwise agreed per terms granted from date of delivery or as arranged and confirmed in writing by the Company.

3. The Company may withdraw credit facilities at any time without notice or the Company may from time to time increase or decrease the limit of the credit facility provided without notice to the Applicant or the Guarantor.

4. Any legal costs, stamp duties, or other expenses incurred by the Company in respect of the application, agreements, guarantees, securities or other documentation required by the Company in consequence of this application together with any collection costs, dishonoured cheque fees etc. incurred shall be paid by the Applicant to the extent that such payment is permitted by law.

5. If the Applicant: -

(a) Defaults in the due observance of all or any of its obligations under any agreement with the Company; or

(b) Being a person, dies, commits an act of bankruptcy; or

(c) Being a Company takes or shall have taken against it any action for its winding up, placement under official management or receivership. Then the Company may without Prejudice to any rights or remedies open to it: -

(d) Treat as discharged all or any obligation on its part arising from any agreement with the Applicant;

(e) Retain any security given or moneys paid by the Applicant available through the enforcement of any guarantee, security or bond and apply this in reduction of any sum which may be lawfully recovered from the Applicant.

(f) Enter upon the Applicants premises or elsewhere to take possession and remove any goods under any contract for work and materials for which good payment has not been received and which property has not passed from the Company.

(g) Take such steps as it may deem necessary to mitigate the damages suffered including the putting to use, hiring out, sale or disposal or of any goods supplied or to be supplied under the contract and in its possession.

6. Should there be any variation to any of the information supplied by the Applicant in this Credit Application or any change in the entity constituting the Applicant as described in the Credit Application or any change in the nature of the Applicant's business the Applicant shall forthwith but no later than seven (7) days from the date of such change or variation notify the Company in writing as to the particulars of such change. Unless such notification of variation or change is given the original Applicant and those persons who signed as Guarantor to this Credit Application shall remain liable to the Company as though any Goods supplied by the Company were supplied to the original Applicant.

7. Where the Applicant is a Trustee: -

(a) The Applicant agrees to forthwith produce a stamped copy of the trust deed (with all amendments) if and when requested by the Company; and

(b) The Applicant warrants that it has full power and authority for the benefit and purpose and objects of the trust to make this application on behalf of the trust and that it shall be bound by the terms of this application both personally and as trustee.

8. The Applicant and the Guarantor do hereby agree that for the purposes of securing the liability and obligations hereunder of each of the Applicant and the Guarantor do hereby charge with the due and punctual payment and the due and punctual and complete performance by each of them all their liabilities and obligations hereunder all their real property both present and future and each of the Applicant and the Guarantor do hereby consent to the company lodging caveats noting its interest hereunder.

9. The Company shall not be deemed to have waived any of the terms or conditions of this application or agree to any variation thereof unless it is done so expressly in writing and signed by the Company.

10. Where there is any inconsistency between the terms or conditions of this application and any subsequent agreement for the supply of Goods, any such subsequent agreement shall be read down to the extent necessary to give full force and effect of these terms and conditions of credit account.

11. The signatories to these terms and conditions of credit account and to the guarantee herein hereby declare that none of them is or ever has been: -

(a) A bankrupt.

(b) An officer (which term includes director, secretary or chief executive officer) of a company which is or has been: -(i) placed in liquidation or provisional liquidation (ii) the subject of an appointment of a receiver and or manager (iii) party to a scheme or arrangement with its creditors.

12. In the event that any dispute or difference with respect to any of these matters contained in these terms and conditions of credit account arises the parties hereby expressly agree that for the purpose of resolving such dispute whether by mediation or legal proceedings or otherwise, a statement signed by any officer (which term includes director, secretary, chief executive officer, manager, accountant or other such person) of the Company shall be prima facie evidence of the following matters;

(a) Delivery of the Goods (b) The quantity of the Goods delivered (c) The authority and identity of the person who ordered such Goods (d) The amount of the indebtedness of the Applicant to the Company (e) Date of delivery of Goods.



13. Notwithstanding any delivery of the Goods or any part thereof, the Goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Applicant shall have paid the Company the purchase price in full together with the full price of any of the Goods subject to any other order or contract with the Company.

14. If any provision of this credit agreement is invalid or unenforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will and continue to be valid and enforceable in accordance with their terms.

15. The governing law for this credit agreement is the law of the State of Queensland and the Applicant hereby agrees and promises that all moneys owing to the Company are payable to it at 60 Fulcrum Street, Richlands in the State of Queensland.

16. These terms and conditions of credit account replace and supersede the terms of any earlier conditions of credit account entered into between the applicant and the Company.

17. The Applicant and the Guarantor do hereby agree that in consideration of the Company granting credit facilities the Company may conduct credit checks immediately on both the Applicant and the Guarantor (whereby any information given may be supplied to the credit reporting agency) and has their consent and agreement to conduct further credit checks at any later date.

**Signatures of ALL Directors/Partners/Proprietors/Guarantors as above**

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Signature: \_\_\_\_\_

Full Name of Signatory: \_\_\_\_\_

Address of Signatory: \_\_\_\_\_

Full Name of Witness: \_\_\_\_\_ Witness Signature: \_\_\_\_\_

Address of Witness: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Signature: \_\_\_\_\_

Full Name of Signatory: \_\_\_\_\_

Address of Signatory: \_\_\_\_\_

Full Name of Witness: \_\_\_\_\_ Witness Signature: \_\_\_\_\_

Address of Witness: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Signature: \_\_\_\_\_

Full Name of Signatory: \_\_\_\_\_

Address of Signatory: \_\_\_\_\_

Full Name of Witness: \_\_\_\_\_ Witness Signature: \_\_\_\_\_

Address of Witness: \_\_\_\_\_

