



Application for a Credit Facility

7, ACORN ROAD
(PO BOX 231)
DRY CREEK SA 5094
Telephone: (08) 8260 9999
Facsimile: (08) 8260 9909

Harris Refrigerated Logistics Is a Division of Rand Transport (1986) Pty Ltd. Rand Transport (1986) Pty Ltd as trustee for Rand Transport Unit Trust trading as Rand National Transport, Rand Cold Storage and Rand Refrigerated Distribution ACN: 009 180 983 ABN 72 730 876 913

I/We request that Rand Transport (1986) Pty Ltd grant me/us a credit facility and tender the following information in support of this application.

Name of Company/Business: _____

Indicate whether a: Pty Ltd Co. Ltd Co. Partnership Sole Trader

If Company please give Trading Name of Company: _____

Postal Address: _____ State: _____ Postcode: _____

Delivery Address: _____

Contact/Accounts: _____ Contact/Operations: _____

Telephone No. Business: () _____ Fax: () _____

Mobile Phone No: _____ E-mail address: _____

Indicate Nature of service required: Transport Storage Distribution

Anticipated Monthly Volume of Trade \$ _____

How long has the present business been in operation (approx): _____ Type of Business: _____

No. of Employees: _____

How long has it been owned by you? _____

Please give four trade references

1	_____	Phone No.	_____	Fax No.	_____	State	_____
2	_____	Phone No.	_____	Fax No.	_____	State	_____
3	_____	Phone No.	_____	Fax No.	_____	State	_____
4	_____	Phone No.	_____	Fax No.	_____	State	_____

Name of Bank: _____ Address: _____

Name of your Accountants/Auditors: _____ Phone No.: () _____

In Case of Partnership or Sole Trader Please Advise

Full Name/s and private addresses of all Partners/Sole Trader

Name: _____

Address: _____

Drivers Licence No.: _____ Date of Birth: _____

Name: _____

Address: _____

Drivers Licence No.: _____ Date of Birth: _____

Is the partnership or Trading Name registered? _____ Reg. No.: _____

In Case of a Company Please Advise

Full Name/s and private addresses of all Directors

Name: _____ Date of Birth: _____

Address: _____

Name: _____ Date of Birth: _____

Address: _____

Is the Company operating a Trust? Yes No If yes, supply copy of the Trust Deed

Is the Company a Trustee for a Trust? Yes No If yes, Name of Trust _____

How long has the Company been incorporated: _____ Years ACN No.: _____

Present Paid Up (Not nominal) Capital: _____

Address of Registered Office: _____



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Terms of Credit

- 1 All accounts are due and payable within seven (7) days from the date of receipt of invoice or as arranged and confirmed in writing by Rand Transport (1986) Pty Ltd (**Rand**), which arrangement is known as **the credit facility**.
- 2 The applicant is not entitled to use the credit facility until it receives notice in writing from Rand stating that the credit facility has been granted. Until the Applicant receives such notice in writing from Rand, any services that are supplied by Rand to the Applicant shall be on a cash basis.
- 3 Rand may withdraw the credit facility or increase or decrease the limit or amend the payment terms of the credit facility at any time without notice to the Applicant.
- 4 Any legal costs, duties or any other expenses whatsoever incurred by Rand in respect of the application for the credit facility or any agreements, guarantees, securities or other documentation required by Rand or other costs reasonably incurred by Rand in consequence of the application and any other expense incurred in respect of opening and maintaining any account in the name of the Applicant together with any collection costs, dishonoured cheque fees or legal costs (whether charged on scale or on any other basis incurred) shall be paid by the Applicant on demand.
- 5
 - (a) Unless Rand agrees in writing to the postponement of payment of any monies owing to Rand by the Applicant, interest shall be payable by the Applicant on the highest debt balance of each calendar month on monies owing by the Applicant to Rand calculated daily from the date the monies become due until the actual date of payment at a rate of 14% per annum provided that Rand may, at any time after the commencement of the credit facility serve on the Applicant a notice varying the interest rate from the date specified, being at least 7 days after the date of service of the notice, and the interest rate shall be varied from that date.
 - (b) Payments received by Rand will be applied as follows:
 - (i) First in reduction of interest payable and accruing from month to month; and
 - (ii) Second in reduction to all other monies owing to Rand.
- 6 Rand has a general lien on the goods or any other goods of the Applicant which Rand or its sub-contractors has in its possession in the event an account is outstanding in excess of the agreed terms or exceeds the established limit. Rand reserves the right to:
 - (a) Withdraw services or hold goods in transit or cold storage until such time as the account is brought into line with the agreed terms; or
 - (b) In the case of perishable goods, immediately and without notice:
 - (i) Remove all or any of the goods and store them as Rand thinks fit at the Applicant's risk and expense; or
 - (ii) Open any containers and sell all or any of the goods contained therein as Rand thinks fit and apply the proceeds to discharge the lien and costs of sale without being liable to any person for any loss or damage caused; and
 - (c) Deduct or set-off any monies due from the Applicant under any contract or agreement, debt and monies due to Rand from the Applicant under this agreement or any other agreement.
- 7 The Applicant agrees that, upon passing into law of the *Personal Property Securities Bill 2008* (as amended) as an Act of Parliament, Rand has the right to register any property of the Applicant that is subject to a security interest as part of this Agreement.
- 8 If the Applicant:
 - (a) Defaults in the due and punctual observance of all or any of his obligations under any contract arising out of this application for the credit facility; or
 - (b) Being a person, dies or 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 administration or receivership,



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Rand may, without prejudice to any other rights or remedies open to it:

- (i) Treat as discharged all or any obligation arising from any agreement with the Applicant;
- (ii) Retain any security given or monies paid by the Applicant or available through the enforcement of any guarantee, security or bond and apply this in reduction of any sum which may be lawfully recovered by the Applicant.

- 9 Should there be any variation to any of the information supplied by the Applicant in this application for the credit facility or in the structure of the Applicant's business (such as a conversion to or from a company or trust) Rand shall immediately be notified in writing by the Applicant. Unless notification of such variation or change is given and accepted in writing by Rand the Applicant shall remain liable to Rand as though any services supplied by Rand were supplied to the Applicant.
- 10 Rand shall not be deemed to have waived any of the terms or conditions of this application or agreed to any variation of these terms of credit unless it has done so expressly in writing and signed by Rand.
- 11 Where there is any inconsistency between these terms of credit and any subsequent agreement for the supply of services by Rand, any such subsequent agreement should be read down to the extent necessary to give full force and effect to these terms of credit.
- 12 The Applicant agrees to charge with the due and punctual payment and the complete performance of all liabilities and obligations under this agreement all its real property both present and future for the purpose of securing its liability and obligations under these terms of credit. The Applicant consents to Rand lodging a caveat noting its interest under this agreement. The continuing guarantee created shall remain in full force and effect and shall not be discharged until the expiry of not less than seven months from the date of receipt of the last payment by Rand from the Applicant in satisfaction of any monies due by the Applicant.
- 13 Where the Applicant is a trustee:
- (a) The Applicant agrees to produce a stamped copy of the Trust Deed (with all amendments) if and when requested by Rand.
 - (b) The Applicant warrants that it has full power and authority for the benefit, 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 a trustee.
 - (c) The Applicant confirms that the trustee shall be liable for the account and that in addition the assets of the trust should be available to meet payment of the account.
- 14 Where the Applicant is a company, Rand shall be entitled at any time to require the directors of the company to provide personal guarantees in a form acceptable to Rand to secure the Applicant's liabilities and obligations under this agreement, the cost of preparation of such guarantees to be borne by the Applicant.
- 15 The Applicant agrees that the certificate of Rand or any person authorised by Rand to give the same shall be conclusive evidence as to the amount owing to Rand by the Applicant.
- 16 In this application word in the singular shall be construed so as to include the plural and words in the masculine gender shall be construed so as to include every other gender.
- 17 These terms of credit are governed by the laws of Western Australia. Each party submits to the non-exclusive jurisdiction of the courts of Western Australia and any courts that may hear appeals from those courts in respect of any proceedings in connect with these terms.
- 18 The Applicant agrees and declares that:
- (a) All facts in the application for the credit facility are true and correct in every particular.
 - (b) The persons whose signatures appear on the application for the credit facility are duly authorised by the Applicant to apply for credit and execute the application.
 - (c) The terms of credit and the conditions of carriage and conditions of cold storage will be adhered to by the Applicant.



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Name Applicant: (please print) Director/Principal	_____	Signature:	_____
		Date:	/ /
Name Witness (please print)	_____	Signature:	_____
Name Applicant: (please print)	_____	Signature:	_____
Director/Principal	_____	Date:	/ /
Name Witness (please print)	_____	Signature:	_____
Company Representative: (please print)	_____	Signature:	_____
	_____	Date:	/ /

Statement by Applicant for Credit

Please read carefully before signing. Where more than one applicant, each applicant to sign

- 1. Giving information to a Credit Reporting Agency (Section E(8)(c) Privacy Act 1988)**
The company has informed me that it may give certain personal information about me to a credit reporting agency.
- 2. Access to Commercial Credit Information (Section 18L(4) Privacy Act 1988)**
In order to assess my application for personal credit, I/we agree to the company obtaining a report about my commercial activities or commercial credit worthiness, from a business which provides information about the credit worthiness of persons.
- 3. Access to Consumer Credit Information (Section 18k(1)(b), Privacy Act 1988)**
In order to assess my application for commercial credit, I/we agree to the company obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by the company.

Name: (please print) Director/Principal	_____	Signature:	_____
		Date:	/ /
Name: (please print) Director/Principal	_____	Signature:	_____
		Date:	/ /