

Bulk Transport Solutions Pty. Ltd.

ACN: 142 248 520 ABN: 54 142 248 520
COMMERCIAL 30 DAY ACCOUNT

Name of Applicant: _____ ACN: _____
 Trading Name: _____ ABN: _____
 Postal Address: _____
 Business Address: _____
 Owned: () Buying: () Renting: ()

Telephone number: _____ Fax number: _____
 Contact Person: _____ Email Address: _____
 Accounts Payable Person: _____ Email Address: _____

Structure: (Please Tick) Public Company () Proprietary Company () Partnership () Sole Trader ().
 Details of: (Please Tick) Directors () Partners () Sole Trader ().

1. Name in Full: _____
 Position/Occupation: _____ D/Licence No: _____
 Residential address: _____ Post Code: _____
 Owned () Buying () Renting ()

2. Name in Full: _____
 Position/Occupation: _____ D/Licence No: _____
 Residential address: _____ Post Code: _____
 Owned () Buying () Renting ()

3. Name in Full: _____
 Position/Occupation: _____ D/Licence No: _____
 Residential address: _____ Post Code: _____
 Owned () Buying () Renting ()

If a subsidiary of a public Company: _____
 Parent Company: _____
 ACN: _____ ABN: _____
 Registered Office: _____
 Postcode: _____ Phone no: _____
 Date business commenced: _____ Business Registration no: _____
 Bank Reference: Bank: _____ Branch: _____ BSB: _____
 Please list Three Trade References:

Company Name	Contact Name	Phone	Fax

Value of anticipated monthly purchase (Subject to approval and credit worthiness checks): \$ _____



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Bulk Transport Solutions Pty Ltd ABN 54 142 248 520 TELEPHONE 0401 280 404
 ADDRESS PO Box 4031, St Marys East NSW 2760 WEB bulktransportsolutions.com.au
 EMAIL ricci@bulktransportsolutions.com.au

Terms and Conditions

1. In these T&Cs, “Company” means Bulk Transport Solutions Pty Ltd (BTS) and its assign and “Client” means any person, company, corporation or government, local or other authority (including personal representatives and permitted assigns entitled or required by law to administer the Clients affairs) who engages or requests the Company to carry out specified services or supply specified goods.
2. In any price(s) quoted for the Services and/or Goods, the costs of materials, transport and labour have been based on present costs. Should a Client cancel or alter any order or part order for special goods or standard goods, the Company reserves the right to adjust the quoted price for the Services and/or Goods accordingly.
3. Goods and Services Tax (GST) will be shown separately in the Tax invoice for the sale of the Goods and the provision of the Services. The amount of GST Payable in respect of the supply of the Goods or Services is payable by the Client. The Client must indemnify Bulk Transport Solutions in respect of GST paid and payable by Bulk Transport Solutions in respect of the supply of the Goods and of the Services.
4. Unless otherwise expressly agreed in writing, the price of the Goods or Services shall be that price charged by Bulk Transport Solutions at the date of Delivery plus any additional charges.
If the customer is in default, Bulk Transport Solutions may at its option withhold further deliveries or cancel a contract without prejudice to any of its existing rights.
All Payments are due within 30 days of the date of invoice. Interest is charged at the rate of 1.5% per month from the expiry of that period until the date of payment is received by Bulk Transport Solutions.
5. Certain laws imply terms, conditions and warranties (Prescribed Terms) into contracts for the supply of goods and prohibit the exclusion, restriction or modification of such terms, conditions and warranties. The liability of Bulk Transport Solutions in respect of a breach of a Prescribed Term is limited at the option of Bulk Transport Solutions to the replacement or re-provision of the Goods or Services or the payment of the cost of replacing the Goods or Services or refund of the purchase price paid by the Client.
6. Any claims to be made against Bulk Transport Solutions for short delivery of Goods or incomplete provision of Services must be lodged with Bulk Transport Solutions in writing within 7 days of the date of Delivery.
7. Unless the terms and warranties are included in these standard terms and conditions, all prior discussions, quotations, warranties and implied terms and warranties, to the extent permitted by law are excluded.
8. Any times quoted for the performance of the Services or the delivery of the Goods are estimates only and the Company shall not be liable for failure to complete the Services, for any delay in performing the Services, delivery of the Goods or any delay in the delivery of the Goods from any cause whatsoever beyond its control. Every effort will be made to provide the Services and/or Goods but if the Company’s ability to do so or to obtain the necessary labour, materials or articles, or the cost thereof, or of obtaining or importing the same is affected (directly or indirectly and whether by circumstances already existing or otherwise) by war, any law or provisions having or purporting to have the effect of law, strikes, industrial dispute, lockout, civil commotion, transport delays, accidents, breakdown of plant or equipment, shortage of supplies, restraint by



governments or rise in freight, duties or other charges, acts of God, fire or by any cause beyond its control, the Company will have the right thereupon to either extend the time for delivery of the Goods and/or performance of the Services for a reasonable period or terminate the contract governing the provision of the Services and/or Goods without being liable to the Client for any claim for loss or damage to the Client due to the above causes and shall be entitled nevertheless to payment for any Services already provided or deliveries of Goods made there under calculated on the basis of the price or price rates for the Services and/or Goods.

9. In the event of a default by the Client, then without prejudices to any other rights which Bulk Transport Solutions may have at law or hereunder:
- A) Bulk Transport Solutions or its agent may without notice to the Client enter the Client's premises for the purpose of recovering the Goods.
 - B) Bulk Transport Solutions may recover and resell the Goods.
 - C) If the Goods cannot be distinguished from similar Goods which the Client has or claims to have paid for in full, Bulk Transport Solutions may in its absolute discretion seize all Goods matching the description of the Goods and hold same for a reasonable period so that the respective claims of Bulk Transport Solutions and the Client may be ascertained. Bulk Transport Solutions shall promptly return to the Client and Goods the property of the Client and Bulk Transport Solutions shall be in no way liable or responsible for any loss or damage to the Goods or for any loss, damage or destruction to the Clients business howsoever arising for the seizure of the Goods.
10. A) These Terms and conditions are to be consumed in accordance with the laws from time to time in the State of New South Wales and the Commonwealth of Australia.
- B) These Standard trading conditions contain all of the terms and conditions of the contract between the parties.

Any conditions found to be void, unenforceable of illegal may, to that extent be severed from the Agreement.

Signature: _____

Name: _____

Position: _____

Date: _____



GUARANTEE

In consideration of:

Bulk Transport Solutions Pty Ltd

And at the request of

Name: _____

Signature: _____

Private Address: _____

Name: _____

Signature: _____

Private Address: _____

The guarantors jointly and severally guarantee Bulk Transport Solutions Pty Ltd that due and punctual payment will be made to all hire charges and goods or materials supplied for the abovementioned.

Dated this _____ Day of _____ 20_____

Witness: _____

Dated this _____ Day of _____ 20_____



PERSONAL GUARANTEE

In Consideration of:

BULK TRANSPORT SOLUTIONS PTY LTD

PERSONAL GUARANTEE

- In consideration of your agreeing to supply goods and services or both on credit to the applicant at my/our request, I/We guarantee separately and together to you the performance by the applicant of each obligation under an agreement between the applicant and you.
- I/We each agree to pay you on demand any monies payable to you by the applicant plus expenses incurred by you as a result of default by the application or by us.
- I/We each charge with the payment of the monies secured by this agreement all my/our beneficial interest in land held now or in the future by me/us. I/We agree that if demand is made to me/us by you, I/We will immediately execute a mortgage or other instrument as requested by you. If I/We fail to do so within a reasonable time of being so required, I/We hereby irrevocably and by way of security, appoint any credit manager or solicitor engaged by to be my/our and lawful attorney to execute and register such instrument. I/We consent to you lodging a caveat against real property owned by me/us to protect your interest under the guarantee. I/We agree to waive all rights inconsistent with anything in the guarantee.
- You are not required to inform me/us of the amount of credit the applicant. This guarantee is not limited to the amount shown in this application as credit required per month. I/We understand that you may give to the applicant more credit than the application has asked for in this application.
- The guarantee is a continuing guarantee and operates even if you have given the application time to pay, the applicant becomes insolvent, you may stop supplying credit to the applicant, an agreement between you and the application is unenforceable for any reason or you do not act promptly to enforce your rights.
- I/We understand that we may only withdraw from the guarantee after giving you 14 days prior written notice. Even then this guarantee will continue in force for all agreements entered into between the applicant and you before the guarantee is withdrawn.



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ADDRESS PO Box 4031, St Marys East NSW 2760 WEB bulktransportsolutions.com.au
EMAIL ricci@bulktransportsolutions.com.au

Privacy Authority

- I/We agree that for the purpose of assessing whether to accept me/us as guarantors for credit provided to the applicant _____ may obtain from credit reporting agencies a credit report containing personal information about me/us.

Signature of Guarantors

Signature: _____

Name: _____

Position: _____

Dated this _____ Day of _____ 20_____

Signature: _____

Name: _____

Position: _____

Dated this _____ Day of _____ 20_____

Witness: _____

Name: _____

Dated: _____ Day of _____ 20_____

