

**DAMORANGE PTY LTD**  
ABN 98 051 909 098  
**CREDIT APPLICATION**

**BUSINESS DETAILS**

FULL TRADING NAME ..... ("Applicant")  
(Is this Trading Name a Registered Business Name? YES  NO )

REGISTERED COMPANY NAME .....

ACN / ARBN ..... ABN .....

BUSINESS ADDRESS .....  
STATE ..... POST CODE .....

BUSINESS PREMISES  Owned  Leased  Mortgaged  Rented

NATURE OF BUSINESS ..... DATE BUSINESS ESTABLISHED .....

BUSINESS STRUCTURE  Sole Trader  Private Company  Public Company  Trust  
 Partnership  Co-operative  Incorporated Association  Government Authority

PAID UP CAPITAL OF COMPANY (if applicable) \$ ..... NO. OF EMPLOYEES .....

BANK ..... BRANCH ..... BSB NO. .... ACCOUNT NO. ....

**TRADING HISTORY**

ANNUAL TURNOVER \$ ..... Is the most recent Balance Sheet available for review? YES  NO

Are assets of Business encumbered? YES  NO  AMOUNT \$ ..... TO WHOM .....

Are bad debts insured? YES  NO

**CONTACT DETAILS**

POSTAL ADDRESS (if different to above) .....  
STATE ..... POST CODE .....

TELEPHONE ..... FAX ..... EMAIL .....

CONTACT PERSONS - Accounts ..... Telephone: .....

- Purchasing ..... Telephone: .....

**CREDIT REQUIRED**

ESTIMATED AMOUNT OF MONTHLY CREDIT REQUIRED \$ .....

**OWNERS' / DIRECTORS' DETAILS**

NAME ..... NAME .....

PRIVATE ADDRESS ..... PRIVATE ADDRESS .....

PHONE ..... PHONE .....

DATE OF BIRTH ..... DATE OF BIRTH .....

DRIVERS LICENCE NO ..... DRIVERS LICENCE NO .....

**INSOLVENCY**

Have any of the directors or proprietors been bankrupt or associated with an insolvent company? YES  NO

If Yes, NAME ..... YEAR OF BANKRUPTCY / INSOLVENCY .....

**TRADING REFERENCES (Please provide the names, addresses and phone numbers of four (4) current references.)**

NAME	ADDRESS	PHONE
1. ....	.....	(.....) .....
2. ....	.....	(.....) .....
3. ....	.....	(.....) .....
4. ....	.....	(.....) .....

**CORPORATE TRUSTEE**

Where the Applicant makes this application as a Trustee, it warrants and declares that it has the power and authority to make and execute this Credit Application and that all rights of indemnity which it now has or may have in the future or may otherwise have against the property of the Trust of which it is a Trustee or beneficiary or both, have not been modified or excluded as a result of any act, matter or document made or executed by it or as a result of any breach of fiduciary duty or in any other way. It warrants and declares further that it is has not released and shall not release in the future and shall not cause or permit to be released, lost or diminished in any manner whatsoever, any such rights of indemnity.

NAME OF TRUST ..... DATE OF TRUST DEED .....  
NAME OF TRUSTEE ..... NAME OF SETTLOR .....  
ADDRESS OF TRUSTEE ..... BENEFICIARIES OF TRUST .....

**ACCEPTANCE**

The Applicant applies to Damorange Pty Ltd (ACN 051 909 098) ("Damorange") for credit. Damorange's ABN is 98 051 909 098. The Applicant acknowledges receipt of and accepts the present standard Terms and Conditions and acknowledges that the Terms and Conditions may be changed by Damorange from time to time.

Where the Applicant makes this application as a trustee, and details of the trust are not provided as above, the below signatories agree to indemnify Damorange against any loss of money due to Damorange by the Applicant, unless and until details of the trust are provided.

I/We warrant that I am/we are authorised to sign this Credit Application on behalf of the Applicant.

SIGNATURE ..... SIGNATURE .....  
NAME (Block letters) ..... NAME (Block letters) .....  
POSITION ..... POSITION .....  
DATE ..... DATE .....

**PERSONAL GUARANTEE AND INDEMNITY**

I/We note that the trading Terms and Conditions have been provided to us by Damorange and that I/we have read and understood them. In consideration of Damorange supplying goods on credit to the Applicant:

I/We (and if more than one, jointly and severally) agree that if the Applicant at any time fails to pay any money due to Damorange or fails to perform or observe any term or condition of credit or sale to be performed by the Applicant, I/we will forthwith pay to Damorange all money due and payable by the Applicant (or any subsequent owner of the business name of the Applicant) to Damorange. No demand by Damorange for payment shall be necessary.

I/We further agree to indemnify Damorange against any loss of money due to Damorange by the Applicant under or relating to any sale by or credit granted by Damorange to the Applicant (or any subsequent owner of the business name of the Applicant) including expenses and legal costs associated with the collection of outstanding monies and including any loss suffered by Damorange as a result of the Applicant's failure to perform or observe any term or condition of credit or sale. I/We now charge my/our interest in any real property registered in my/our name/s in favour of Damorange to secure this Guarantee and Indemnity and authorise the lodgement of a caveat to support this charge.

I/We (and if more than one, jointly and severally) agree that this Guarantee and Indemnity is a continuing Guarantee and Indemnity and will not be invalidated, released or discharged by any event which would or might so invalidate, release or discharge the Guarantee and Indemnity, including (but not limited to) the giving of time, the variation of the terms and conditions of credit or sale, the alteration of the composition of the Applicant or the release of the Applicant or any co-guarantor. I/We understand this Guarantee and Indemnity binds me/us personally.

SIGNATURE ..... SIGNATURE .....  
NAME (Block letters) ..... NAME (Block letters) .....  
WITNESS SIGNATURE ..... WITNESS SIGNATURE .....  
WITNESS NAME (Block letters) ..... WITNESS NAME (Block letters) .....  
DATE ..... DATE .....

# TERMS AND CONDITIONS

## 1 General

The whole of the Agreement between Damorange Pty Ltd ABN 98 051 909 098 ("Damorange") and the Applicant referred to in the Credit Application ("Customer") are those set out in these Terms and Conditions as amended from time to time and those, if any, which are implied and which cannot be excluded by law ("Terms"). Any other contractual terms of the Customer (whether upon the Customer's order or elsewhere) which are contrary to or inconsistent with these Terms shall not apply nor shall they constitute a counter-offer. By receiving delivery and/or supply of all or a portion of the services supplied by Damorange under these Terms ("Services"), the Customer shall be deemed to have accepted these Terms and to have agreed that they shall apply to the exclusion of all others.

## 2 Credit Terms

- 2.1 Payment is due on or prior to thirty (30) days from the date of invoice rendered in respect of the supply of the Services unless otherwise stated in writing by Damorange. Damorange may charge liquidated damages at a rate equivalent to two percent (2%) in excess of the rate of interest for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 if payment is not received by the due date.
- 2.2 Damorange's express or implied approval for extending credit to the Customer may be revoked or withdrawn by Damorange at any time.
- 2.3 Damorange is entitled to set-off against any money owing to the Customer amounts owed to Damorange by the Customer on any account whatsoever.
- 2.4 Any payments received from the Customer on overdue accounts will be applied first to satisfy interest which may have accrued, second to reasonable expenses and legal costs referred to in Clause 2.5, and then to principal.
- 2.5 The Customer is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a full indemnity basis) incurred by Damorange for enforcement of obligations and recovery of monies due from the Customer to Damorange.
- 2.6 The cost of transport shall be considered as applying as soon as the freight is loaded and dispatched.

## 3 Quotations and Pricing

- 3.1 Prices charged for Services will be according to a current quotation for those Services. Otherwise, they will be determined by Damorange by reference to its standard prices in effect at the date of delivery (whether notified to the Customer or not and regardless of any prices contained in the order). Damorange will use its best endeavours to notify the Customer of price changes but bears no liability in respect of this.
- 3.2 Any quotation, acceptance of quotation, purchase order or other document which requires signature may be signed in electronic form, and such signature shall be binding upon the person affixing that signature.
- 3.3 Unless otherwise specified by Damorange, the prices exclude any statutory tax, including any GST, duty or impost levied in respect of the Services and which has not been allowed for by Damorange in calculating the price.

## 4 Conditions of Carriage

- 4.1 Damorange is not a common carrier and will accept no liability as such. All freight is transported and stored by Damorange subject to these terms and conditions, and is at all times at the risk of the Customer.
- 4.2 Damorange reserves the right to accept or refuse the carriage, transport, storage or custody of any freight or any class of freight from any person at its discretion without giving any reason for so doing.
- 4.3 The Customer authorises Damorange to arrange with any person, firm or company to undertake the carriage of goods or freight

hereby contracted for any such arrangement, and such person, firm or company shall be deemed to act as the agent of Damorange and be entitled to the benefit of these conditions to the same extent as Damorange.

- 4.4 The Customer shall not tender for carriage any explosive, inflammable or otherwise dangerous or damaging goods, including any placarded goods, without presenting a full description of such freight.
- 4.5 If the Customer directs Damorange to use a particular method of carriage, whether by road, rail, sea or air, Damorange will give priority to the method designated, but if such method cannot conveniently be adopted by Damorange, Damorange may arrange carriage of the freight by another method or methods.
- 4.6 The Customer warrants that it is either the owner or the authorised agent of the owner of any freight provided to Damorange for storage or transport, and is authorised to bind the owner and any consignee of the freight to these terms and conditions.
- 4.7 It is the responsibility of the Customer to arrange or to request any insurance. Unless Damorange is requested to arrange insurance, and such insurance premiums have been paid, no insurance shall apply on the freight during transport and storage by Damorange.

## 5 Delivery and Supply

Any times quoted for delivery and/or supply are estimates only and Damorange for delay in delivery/supply. The Customer shall not be relieved of any obligation to accept or pay for Services, by reason of any delay in delivery/supply.

## 6 Property

In addition to any lien to which Damorange may, by statute or otherwise, be entitled, Damorange shall in the event of the Customer's insolvency, bankruptcy or winding up, be entitled to a general lien over all property or goods belonging to the Customer in Damorange's possession for the unpaid price of any Services provided to the Customer under this or any other contract.

## 7 Claims

- 7.1 All complaints, claims, or notification of lost freight or freight damaged in transit must be submitted by the Customer to Damorange in writing within seven hours of the time of delivery. Any claims must include photographic evidence and a description of how the freight was damaged. The freight must remain available for inspection by an employee or agent of Damorange. If any claim is accepted by Damorange, Damorange reserve the right of first refusal to purchase the damaged freight. If any of the provisions of this clause are not strictly complied with (with time being of the essence), the Customer shall be deemed to have accepted the Services and shall not refuse to pay for the Services on the basis that freight was lost or damaged in transit.
- 7.2 Other than as set out in clause 7.1, the Customer, the owner and consignee of the Services shall release and indemnify Damorange absolutely from any claim, any tort or contract, including but not limited to:
  - 7.2.1 Any loss or non-delivery of mis-delivery of the freight or any part thereof or incorrect description of the freight or any part thereof; or
  - 7.2.2 Any damage or injury to or any delay in the delivery of the freight or any part thereof; or
  - 7.2.3 Any damage directly or indirectly caused by or which may arise out of any such loss, non-delivery, mis-delivery, incorrect description, damage, injury or delay; or
  - 7.2.4 Any damage including deterioration of chilled, frozen, refrigerated or perishable freight.
- 7.3 The provisions of clause 7.2 shall apply irrespective of the manner in which or the time at which or the place at which or the reason whereby any such loss, mis-delivery, non-delivery, damage or injury or delay may have occurred and notwithstanding that the same may have been due to or occasioned by or may have arisen as a result of or as incidental to any negligence or any wilful act or omission or any part thereof

or of any such damage or injury or any such delay may not be known to Damorange.

- 7.4 The description of the freight, the quantity and the value thereof shown in the consignment note or quotation relating to the Services (as the case may be) were represented to Damorange by the Customer and Damorange does not admit to the accuracy thereof and shall require, in case of any claim, proof thereof. The Customer or other party who may claim against Damorange, shall retain the relevant evidence thereof.

## 8 Privacy Act 1988 ("Privacy Act")

To enable Damorange to assess the Customer's application for credit, the Customer authorises Damorange:-

- 8.1 To obtain from a credit reporting agency a consumer or commercial credit report containing personal information about the Customer and its guarantors pursuant to Section 18K(1) of the *Privacy Act*; and
- 8.2 To obtain a report from a credit reporting agency and other information in relation to the Customer's commercial credit activities, and
- 8.3 To give to a credit reporting agency information including identity particulars and application details

AND in accordance with Section 18N(1) of the *Privacy Act* the Customer authorises Damorange to give to and obtain from any credit provider named in the accompanying credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about the Customer's credit arrangements. The Customer understands that this information can include any information about its 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*.

The Customer understands that information can be used for the purposes of assessing its application for credit (Section 18L(4) *Privacy Act*), assisting it to avoid defaulting on its credit obligations, assessing its credit worthiness and notifying other credit providers and credit reporting agencies of a default by it under these Terms.

## 9 Notification

The Customer must notify Damorange in writing within seven (7) days of:-

- 9.1 Any alteration of the name or ownership of the Customer.
- 9.2 The issue of any legal proceedings against the Customer.
- 9.3 The appointment of any provisional liquidator, liquidator, receiver, receiver manager or administrator to the Customer.
- 9.4 Any change in the ownership of the business name of the Customer. The Customer agrees that it shall be liable to Damorange for all Services supplied to the new owner by Damorange until notice of any such change is received.

## 10 Warranties

No warranties except those implied and that by law cannot be excluded are given by Damorange in respect of Services supplied. Where it is lawful to do so, the liability of Damorange for a breach of a condition or warranty is limited to the supply of equivalent Services or the payment of the cost of acquiring equivalent Services, as determined by Damorange.

## 11 Force Majeure

Damorange shall be released from its obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the control of the parties renders provision of the Services impossible, where all money due to Damorange shall be paid immediately and, unless prohibited by law, Damorange may elect to terminate the Agreement.

## 12 Equitable Charge

The Customer as beneficial owner and/or registered proprietor now charges in favour of Damorange all of the Customer's estate and interest in any real property (including but not limited to any applicable land owned by the Customer named or described as the Customer's Street Address in the Credit Application if applicable) ("Land") to secure payment of accounts rendered by Damorange to the Customer for the delivery and/or supply of the Services including interest payable on these accounts and costs (including legal costs on a full indemnity basis) incurred by Damorange and including the costs to prepare and lodge a Caveat against the Land and to remove the Caveat.

## 13 Failure to Act

Damorange's failure to enforce or insist upon the timely performance of any term, condition, covenant or provision in these Terms, or Damorange's failure to exercise any right or remedy available under these Terms or at law, or Damorange's failure to insist upon timely payment of monies when due or to demand payment of any charges or fees which accrue or any extension of creditor forbearance under these Terms shall not constitute a waiver of any subsequent default or a waiver of Damorange's right to demand timely payment of future obligations or strict compliance with the Terms.

## 14 Legal Construction

- 14.1 These Terms shall be governed by and interpreted according to the laws of Victoria and Damorange and the Customer consent and submit to the jurisdiction of the Courts of Victoria.
- 14.2 Notwithstanding that any provision of the Terms may prove to be illegal or unenforceable pursuant to any statute or rule of law or for any other reason that provision is deemed omitted without affecting the legality of the remaining provisions and the remaining provisions of the Terms shall continue in full force and effect.