



Credit account application

Credit terms and conditions

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aae.com.au

Application for credit facilities

Australian Air Express Pty Limited ABN 74 054 307 336

Please fill in all details in each section and mail completed application form to: Manager, Credit Account Applications, Australian air Express, PO Box 1324, Melbourne VIC 3001

1 Customer details

- Sole Trader
 Partnership
 Company
 Trading Trust
 Government Authority
 Local Government

Company or Business name

Trading as

Street address

Postcode

Postal address for business invoices and business correspondence

Postcode

Postal address for statements

Postcode

Telephone []

Facsimile []

Email Accounts

Email Operations

Contact Person

Department

Telephone []

Facsimile []

Mobile

ABN

ACN

Date of registration | D | D | M | M | Y | Y | Y | Y |

CASS Recipient No (DBR)

CASS Agency No

2 Type of business

Nature of business

Industry type

Date commenced | D | D | M | M | Y | Y | Y | Y |

Premises is: Owned Rented Mortgaged

Company structure:

- Part of a franchise
 Part of an international parent company
 Australian company with overseas offices

Number of Australian sites

Number of employees

Is the company an:

- Importer
 Exporter
 Import/Export Agent

3 Technology use

Company website address

Customers can access copies of invoices, airwaybills and consignment notes from the AaE website, www.aae.com.au

4 Trade/Business References

three (3) major suppliers

1 Company:

Address:

Contact:

Telephone:

2 Company:

Address:

Contact:

Telephone:

3 Company:

Address:

Contact:

Telephone:

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5 Details of Sole Trader/Partners/Directors or Trustees

Full name _____
 Residential address _____

 _____ Postcode _____
 Owned Rented Mortgaged
 Telephone [_____]
 Driver's license no _____
 Date of birth | D | D | M | M | Y | Y | Y | Y |
 Full name of spouse _____
 Full name _____
 Residential address _____

 _____ Postcode _____
 Full name _____
 Residential address _____

 _____ Postcode _____
 Owned Rented Mortgaged
 Telephone [_____]
 Driver's license no. _____
 Date of birth | D | D | M | M | Y | Y | Y | Y |
 Full name of spouse _____

6 Credit limit requested

\$ _____

7 Turnover

\$ _____ per annum

8 Preferred payment method please tick

Electronic funds transfer Cheque Cash
 CASS settlement

Office Use Only

Peoplesoft	Accepted by
Head office	Payment terms
XM CMS	Date
Approved credit limit	Account No.

9 Assets/Liabilities of Business

attach a copy of the latest Financial Statement
or complete the following

Assets-current value

Current assets \$ _____
 Non-current tangible assets \$ _____
 Intangible assets \$ _____
 Profit/(loss) after tax \$ _____

Liabilities/Loans - current value

Current assets \$ _____
 Non-current liabilities \$ _____
 Shareholders's equity \$ _____
 Date of statements as at | D | D | M | M | Y | Y | Y | Y |

10 Director's guarantee

We the undersigned company directors, in consideration of Australian Air Express Pty Ltd (AaE) agreeing to provide the Customer with a credit facility, hereby jointly and severally guarantee to AaE payment of all debts (including debts already incurred) and to be paid by the Customer and it is agreed that this guarantee shall be a continuing guarantee and shall not in any way be waived or affected by any time or other indulgence granted to the Customer.

Director's signature _____

 Print name _____
 Director's signature _____

 Print name _____

11 Applicants /s declaration

I / We hereby apply for credit facility with AaE and certify that all the information supplied in this application is true and correct. I have read the Terms and Conditions associated with the operation of the credit facility. I / We also authorise AaE to conduct a Credit History check with an external Credit Agency. This information will be treated as Confidential and will not be supplied to any other organisation.

Signature of Authorised Signatory _____

 Authorised Signatory's name _____
 Title (in block letters) _____
 Date | D | D | M | M | Y | Y | Y | Y |
 Signature of Authorised Signatory _____

 Authorised Signatory's name _____
 Title (in block letters) _____
 Date | D | D | M | M | Y | Y | Y | Y |

Credit terms and conditions

Australian Air Express – (AaE) Terms and Conditions for operation of credit facility The Customer agrees to accept these terms and conditions for the operation, establishment and use of a Credit Account, which the Customer has read and understood and which acceptance is evidenced by the execution of the Application for Credit Facilities (the Application). These terms and conditions set out the Customer's rights and obligations with respect to the Customer's use of the credit facility.

1 Approval of an Account

The Customer is required to complete all questions in the Application by supplying the appropriate answer in the space provided. Incomplete or incorrectly answered questions may delay consideration of the Application and may lead to termination of the account under clause 25. The approval of the Application will create between the Customer and AaE a Continuing Credit Contract (the Contract) for a Credit Account with AaE having terms and conditions set out in this document. AaE on consideration of this Application, credit references and other information will approve or refuse the Customer's Application. The Customer will be advised in writing of approval or refusal of the Application. The contract will arise between the Customer and AaE upon AaE giving to the Customer notice of approval to operate a Credit Facility.

2 Definitions

Account means the Credit Account operated by the Customer pursuant to the Contract.

Application Application for Credit Facilities – form

ASF means Account Service Account Fee charged for the operation of the AaE credit facility.

Contract means the agreement between AaE and the Customer in respect of the establishment, operation and use of the account in accordance with the terms and conditions, which is constituted by a written application by the Customer in the form required by AaE and a written notification by AaE of its acceptance of such Customer's application.

Credit Limit means the maximum amount that may be charged to the Account by a customer over a particular period as specified by AaE.

Customer means a person who from time to time is approved by AaE as a Credit Account customer and includes any permitted transferee in respect thereof.

GST means the Australia Commonwealth goods and services tax.

Insolvency Event means for any corporation, the liquidation, official management, compromise, arrangement, amalgamation, reconstruction, winding up or dissolution or analogous occurrence of that corporation and for a natural person means an assignment for the benefit of creditors, an arrangement or composition with creditors, bankruptcy, incapacity to deal with ones affairs, gaoling, death or analogous occurrence.

International means services provided by the International business unit of AaE, incorporating services of the Cargo Terminal Operator (CTO) and Retail Freight Forwarding.

3 Credit Enquiries

For the purpose of the Application and during the currency of the Contract the Customer expressly authorises AaE to make such lawful enquires AaE may require to satisfy itself as to the creditworthiness of the Customer and undertakes to provide signed written authorities addressed to the Customer's banker or other credit providers, credit bureaus or mercantile agencies as AaE may require.

4 Domestic/Regional Business Transactions – Connote Related Items

No transactions of this nature are permitted on this type of account. No bookings or pickups will be allowed. As such AaE will not accept responsibility for any loss, delay consequential damage, or non pickup.

5 Account Service Fee

The operation of a credit facility with AaE is subject to a weekly Account Service Fee (ASF). This charge is levied on each weekly invoice. AaE may at its discretion, remove or waive this charge. The ASF is subject to the requirements under clauses 6 and 8.

6 Credit Limit

AaE may specify the maximum amount that may be charged to the Credit Facility within a specified time (credit limit). The Customer's credit limit may also be subject to regular assessment by AaE. The Customer agrees that the amount charged to the Credit Facility will not exceed the Customer's credit limit. AaE will not be liable for any loss, damage or delay whatsoever or howsoever caused arising from the refusal by AaE to supply the Customer with freight, cargo or terminal services on credit, notwithstanding that the Customer's Credit Facility has not been suspended or terminated. AaE will require immediate payment of the amounts charged for services supplied by AaE to any Customer and charged to the Credit Facility in excess of the credit limit.

7 Unauthorised and Authorised Transactions

Subject to this clause the Customer is liable for and shall indemnify AaE against any unauthorised use of the Credit Facility. The Customer must notify AaE in writing of any unauthorised transactions on the Customer's Credit Facility immediately on the Customer becoming aware of such use. The Customer will not be liable for any unauthorised use of the Credit Facility after AaE receives written notification of such use. The Customer may notify AaE in writing of the particulars it may require of any person who is authorised to use the Credit Facility on behalf of the Customer.

8 Credit Facility Terms of Payment

8.1 Subject to clauses 6 and 10 the Customer is responsible for all charges made to the Credit Facility and will be required to pay AaE the amount charged by each invoice. This obligation will continue notwithstanding any change in the constitution, ownership, membership or control of the Customer named in the Application. The Customer agrees to pay AaE no later than seven (7) days from the date of issue of the invoice of the amounts charged by that invoice.

8.2 AaE offers the following easy options for paying your account. Please note, that it is implicit that irrespective of the payment method used, the AaE Terms of Payment (7) days from invoice date must be adhered to.

(i) EFT (Electronic Funds Transfer)

Our EFT Bank Account details are as follows.

Bank: Commonwealth Bank of Australia

Address: 254 LaTrobe Street MELBOURNE VIC 3000

BSB: 063007

Account No: 1006 3588

Beneficiary: 'Account No'; 'Account Name'

Eg. 3216745 World Services Inc

As part of your EFT please ensure your AaE account number, followed by your account name are transmitted.

(ii) By Mail

Make your cheque or money order payable to Australian air Express for the amount shown on your invoice, attach the remittance and send to: Australian air Express Credit Management PO Box 1324 Melbourne VIC 3001

(iii) At any AaE office

You can pay your account at any AaE office by cash or cheque. Present your invoice or statement to any AaE office and make your payment.

(iv) CASS settlement

8.3 The Customer acknowledges and agrees that AaE shall charge and the Customer shall pay GST on all transactions including the account service fee which constitute taxable supplies.

9 Proof of Supply of Terminal, Cargo or Freight Services

Import Terminal Services

A delivery checklist signed by any authorised officer of AaE will be sufficient evidence of the supply of Import Terminal Services.

Export Terminal Services

An Air Waybill signed by any other authorised officer of AaE will be sufficient evidence of the supply of Export Terminal Services.

Cargo Handling Services

Proof of flight activity from local airport authority where AaE is the Cargo Handling agent for the Carrier involved will be sufficient evidence of the supply of Cargo Handling Services.

Note: Failure by AaE staff to sign any document shall not constitute waiver of any of its rights nor shall it affect the obligation of the Customer to make payment for services provided, where reasonable evidence can be provided to support any such claims made by AaE.

10 Transaction Errors

Any complaint made by the Customer that a transaction recorded on the Customer's invoice is incorrect must be advised to AaE in writing within seven (7) days of the issue of the invoice. If not received within 7 days the invoice shall be deemed to be correctly made and the service correctly supplied. Where part of the amount set out in the invoice is in dispute, the Customer agrees to pay the undisputed amount within the time period specified in clause 8.

11 Address for Invoice and Statement

11.1 AaE will forward the invoice to the Customer at the address specified by the Customer for that purpose in the Application and this will be sufficient notice of the amount due under the Credit Facility for the purposes of clause 8.

11.2 AaE will forward the statement to the Customer at the address specified by the Customer for that purpose in the Application and this will be sufficient notice of the amount over due and beyond AaE's credit terms under the Credit Facility for the purposes of clause 8.

12 Official AaE Centres

Customers will only be permitted to charge their account for services at specified AaE centres.

13 Bank Guarantee

The Customer may be required to provide to AaE either prior to the approval of the Application or during the currency of the Contract a Bank Guarantee to secure the due performance and observance of the terms and conditions on the Customer's part, express or implied in the Contract and the said Bank Guarantee is to be on terms and conditions acceptable to AaE.

14 Other Forms of Security

Before it approves the Contract or at any time during the currency of the Contract AaE may require the Customer to provide some satisfactory form of security for the payment of amounts which have been or are in the opinion of AaE likely to be charged to the Customer's Credit Facility. Where the Customer is a company a properly signed and witnessed guarantee (in the form provided by AaE) may be required for each and every director/shareholder of the Customer or any other person including the spouse or relative of such a director/shareholder or from any associated or related company of the Customer.

15 Lien

AaE shall have a lien on all the Customer's goods in its possession for all charges, customs, duties, advances or other charges arising from the services provided to the Customer and AaE may refuse to surrender possession of the goods until such charges are paid.

16 Duration

The contract shall continue in force until it is terminated by either party under clauses 21 or 25.

17 Assignment

The Customer may not assign the benefit of the Contract without the written consent of AaE.

18 Warranty and Indemnity

- 18.1 The Customer warrants that all statements made and documents provided in or in connection with the Application to AaE for a Credit Facility and all representations that the Customer has made or may during the currency of the Contract make to AaE are true and correct. The Customer acknowledges that AaE has relied on the correctness of the above mentioned statements, documents and representations in approving the operation of a Credit Facility by the Customer and will continue to do so in dealing with the Customer.
- 18.2 The Customer shall indemnify AaE against any loss or damage whatsoever which AaE may suffer as a result of any action, proceeding, claim, demand, prosecution or circumstance arising out the performance, non-performance or breach by the Customer of any duty, obligation, covenant or warranty under the Contract.

19 Limitation of Liability

The liability of AaE in respect of goods in its possession shall not exceed the liability if any allowed under the provisions of the air waybill signed in respect of those goods. AaE shall not be liable, in any event, for any consequential or special damages or other indirect loss, however arising, whether or not AaE had knowledge that such damages might be incurred, including but not limited to, loss of income, profits, interest, utility or loss of market and the liability of AaE shall be limited to the supply of the services again or the payment of the cost of having the services supplied again.

20 Changes in Address and Other Particulars

The Customer shall advise AaE within seven (7) days of any change in the constitution, ownership, membership or control of the Customer, or any change or impending change in the Customer's address. If such changes occur AaE may require a new Application to be completed and signed. The Customer agrees that it will cause to be signed all documents and do all acts and things appropriate to effect a new Application. Nothing in this clause shall affect AaE's right to terminate or suspend the Credit Facility pursuant to clause 21 or to refuse the Customer (or its successor) approval to operate a new Credit Facility.

21 Default

- 21.1 AaE reserves the right at all times to suspend or terminate the Customer's Credit Facility with or without notice to the Customer for reason of default by the Customer of the terms and conditions on the Customer's part express or implied in the Contract if:
- (i) AaE was induced by fraudulent misrepresentation on the Customer's part to approve a Credit Facility to the Customer;
 - (ii) The amount charged to a Customer's Credit Facility exceeds the Customer's credit limit at any given time without the prior written approval of AaE;
 - (iii) Any amount charged to the Credit Facility is due and unpaid (disputed amounts on the statement of account will not be considered due until the dispute is rectified);
 - (iv) In the opinion of AaE there are any changes in the Customer's constitution, ownership, membership, control, status or ability to provide security for the payment of amounts which have or are likely to be charges to the Customer's Credit facilities.
 - (v) The Customer becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration; the Customer being a partnership dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; the Customer being a natural person, dies; or the Customer ceases or threatens to cease conducting business in the normal manner.

- 21.2 If AaE should suspend or terminate the Customer's Credit Facility the outstanding balance of the Credit Facility will become immediately due and payable by the Customer to AaE. The Customer shall pay to AaE any amounts reasonably incurred or expended by AaE in exercising its rights under these terms and conditions as a result of an act of default by the Customer or as a result of any circumstances referred to in clause 21.1(i) to (v).

- 21.3 AaE will not be liable for any loss, damage or delay whatsoever or howsoever caused or arising from the refusal of AaE to release cargo or provide freight services as a result of the Customer being in default.

22 Notice

- 22.1 Notice served pursuant to this Contract may be delivered by hand, by registered mail, or by facsimile to the Customer at its street or postal address provided in the Application.
- 22.2 Notice will be deemed given:
- (i) in the case of hand delivery or registered mail, upon written acknowledgment of receipt by a duly authorised employee, agent or representative of the receiving party; and
 - (ii) in the case of facsimile upon completion of a successful transmission.

23 Confidentiality and Privacy

AaE is subject to the privacy principles set out in the Privacy Act 1988 and shall abide by those principles in relation to any personal information sought or collected in relation to the Customer for the purposes of the Contract.

24 Variation

- 24.1 AaE reserves the right to vary these terms and conditions for a Credit Facility with respect to future transactions between AaE and the Customer by: - agreement between AaE and the Customer, or; - unilaterally by AaE giving to the Customer at least seven (7) days prior written notice specifying the variation and the date upon which the variation becomes effective and that the variation will take place upon that date.
- 24.2 Notice of the variation may be given to the Customer by AaE with the Customer's invoice, or mailed to the Customer's address stated in the Application or as notified by AaE pursuant to clause 22.

25 Termination

- 25.1 Either party may at anytime, reasonably suspend or terminate the Contract on 7 days written notice to the other party.
- 25.2 If AaE should suspend or terminate the Customer's Credit Facility the outstanding balance of the Credit Facility will become immediately due and payable by the Customer to AaE. The Customer shall pay to AaE any amounts reasonably incurred or expended by AaE in exercising its rights under these terms and conditions as a result of an act of default by the Customer or as a result of any circumstances referred to in clause 21.1 paragraphs (i) to (v).

26 Waiver

Failure by AaE to insist on immediate payment of any amounts due and payable shall not constitute waiver of AaE's rights unless in writing nor shall it affect the obligation of the Customer to make any further payments as and when they fall due.

- 27 Governing Law This Contract will be governed by and is to be construed in accordance with the laws of the State of Victoria and the parties agree to submit to the exclusive jurisdiction exclusively to the jurisdiction of the Victorian Courts.

28 Miscellaneous

- 28.1 This Application form is not an offer by AaE, but rather an invitation by AaE to the applicant to become a Credit Account customer.
- 28.2 No offer by the applicant will be deemed to be made unless and until the applicant has:
- (i) Completed this Application form as required;
 - (ii) Disclosed all information required by AaE
 - (iii) Delivered the completed Application form to an AaE outlet; and
 - (iv) Has otherwise complied with any reasonable direction by AaE in relation to the Application.
- 28.3 The offer shall be considered to have been accepted by AaE and a contract formed only upon notification, in writing, by AaE to the applicant that the applicant's offer has been accepted. No oral statements by or on behalf of AaE shall constitute acceptance of an offer unless subsequently confirmed in writing by AaE.
- 28.4 Upon acceptance of the applicant's offer, the terms and conditions of the Credit Account shall apply to the exclusion of all other terms, arrangements and understandings unless recorded in writing and expressly accepted in writing by AaE.
- 28.5 Applications can be mailed to:

Manager
Credit Account Applications
Australian air Express
PO Box 1324
Melbourne VIC 3001