

Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)

9 Connection Drive, Campbellfield Vic 3061

PH: 03 9338 6003 Fax: 03 8336 1477

ABN: 73 150 451 086

APPLICATION FOR COMMERCIAL CREDIT

Type of business: _____ sole Trader/ Partnership/ Company (Circle applicable)

Company Name: _____ Trading Name: _____

ABN Number: _____

ACN Number: _____

Name of parent Company (If Applicable): _____

Registered Office: _____

Trading Address: _____

Tel: _____ Fax: _____ Email: _____

Postal Address: _____

Details of all directors:

1. Name: _____ Residential Address: _____ Tel: _____

2. Name: _____ Residential Address: _____ Tel: _____

3. Name: _____ Residential Address: _____ Tel: _____

4. Name: _____ Residential Address: _____ Tel: _____

Name and position of Senior Financial Executive: _____

Contact in Accounts Department: _____ Tel: _____

Bank: _____ Branch: _____

REQUESTED CREDIT LIMIT _____**Trade References:** *(This Application **WILL BE REFUSED** if this section is not completed in full)*

1. Name: _____ Tel: _____ Contact: _____

2. Name: _____ Tel: _____ Contact: _____

3. Name: _____ Tel: _____ Contact: _____

I hereby Authorize **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)**

, to obtain any information required by them to properly assess this Application for Credit from the Trade References supplied and/or from a Credit Bureau of their choice in accordance with the Privacy Act of 1988 with the view to our obtaining commercial credit from them.

This Guarantee and Indemnity is given this day of 20
BY: of (First Guarantor)

AND BY: of (Second Guarantor)

In favour of **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)**

RECITAL:

At the request of the Guarantor/s **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)** has extended or may extend or continue to extend credit to.....(name of customer) of(referred to in this guarantee, together with its successors and any present or future related body corporate, as the "Debtor").

In consideration of **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)** providing services to the Debtor at the request of the Guarantor or granting or extending credit to the Debtor and in compliance with a further request by the Guarantor to **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)** that **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)** forbear to immediately sue the Debtors for any monies now due, owing or remaining unpaid by the Debtor to **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)** (if any), the Guarantor/s, jointly and several (if more than one), hereby covenants and agrees with **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)** as follows.

1. Guarantee

The Guarantor hereby unconditionally guarantees to **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)** the due and punctual payment, acceptance of performance by the Debtor of all monies, bills of exchange, cheques, drafts, negotiable instruments, debts and interest payable or due to or with or in favour of **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)** and any obligation whatever of the Debtor to **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)** whether present or future or actual, prospective of contingent to otherwise (the "Debt").

The Debtor includes, without limitation, interest, bank charges, legal and other cost or expenses incurred by **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)** in connection with the default by the Debtor.

2. Preservation of Guarantee

This Guarantee shall be a continuing guarantee for the purpose of securing the whole of the Debt notwithstanding any partial payment or performance and shall be without prejudice or nor shall the guarantor be exonerated in whole nor shall **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)**'s rights or remedies against the Guarantor be in any way prejudiced or adversely affected by any of the following:

- (a) any other guarantee or security, specially or instrument negotiable or otherwise which **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)** may now or later hold in respect of all or any part of the Debt or any judgment obtained by **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)**
- (b) any release, variation, renewal or modification made or any other dealing by **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)** with any judgment specialty instrument negotiable or otherwise or other security recovered held or enforceable by **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)** in respect of all or any of the Debt whether they are recoverable held enforceable against the Debtor, any Guarantor or any other person or any refusal or omission **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)** to complete enforce or assign any such judgment specialty instrument negotiable or otherwise or other security.
- (c) Any time given to the Debtor or any Guarantor or any other person or any other indulgence granted to or composition, compromise or arrangement made with the Debtor or any Guarantor whether with or without the consent of or notice to the Guarantor;
- (d) The fact that the Debtor any other person purported to be primarily liable to pay the Debt may be discharged from all or any of its respective obligations to make payment for any other reason than that payment has been made;
- (e) The death, lunacy, incapability or bankruptcy or any individual Guarantor or the insolvency, winding up or dissolution of any of any corporate Guarantor being trustee, any breach of trust by the Guarantor;
- (f) Any person, firm or corporation giving any guarantee to **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)** or any Guarantor which ought to become a Guarantor failing to do so;
- (g) Any security held or taken at a time by **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)** being void, defective or informal;
- (h) Any payment to or action in favour of the Debtor which is later avoided by the application of any statutory provision or for any other reason, or
- (i) Any right or claim which the Debtor may assert to resist making payment of any part of the Debt

3. Certification of Monies Due

A certificate signed by the duly authorized officer of **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)** stating the amount of the monies due under this guarantee by the Guarantor at the date mentioned in the certificate will, in the absence of manifest error, be conclusive evidence that the amount stated is the amount due under this guarantee by the Guarantor at that date.

4. Indemnity

As a separate and independent severable agreement of the Guarantor hereby jointly and each of them severally further covenants and agrees with **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)** to indemnify and keep indemnify **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)** from and against any losses, cost, charge or expense or other liability in connection with or consequence of or arising from any breach or default or attempted breach or default by the Debtor of any of the guaranteed obligations and the Guarantor will pay any monies due to **Herocean Australia Pty Ltd T/As Finigate Integrated Logistics (Australia)** reason of this indemnity on demand.

5. Privacy Amendment Act 1988 (Section 18K(1)c) Consent
The Guarantor (unless it is a body corporate) agrees that **Herocean Australia Pty Ltd T/as Finigate Integrated Logistics (Australia)** may seek from a credit reporting agency, a credit report containing personal information about the Guarantor to assess whether to accept it as a guarantor for credit applied for, or provided to the Debtor. The Guarantor agrees that, if **Herocean Australia Pty Ltd T/as Finigate Integrated Logistics (Australia)** approves the Debtor's application for credit, this agreement remains in force until the credit facility covered by the Debtor's application ceases.
6. ***We have read and agreed to be bound by Herocean Australia Pty Ltd T/as Finigate Integrated Logistics (Australia) Standard Trading Conditions of Contract which has been made available to u.***

Signed by:
(Please print name/s) (Guarantor/s)

.....

In the presence of:
(Please print name/s) (Witness)