

CREDIT APPLICATION

Company ☐	Partnership ☐	Trust ☐	Sole Trader ☐	Other: (specify below)
-------------------------------------	---	-----------------------------------	---	---------------------------------

APPLICANT DETAILS

Name of Customer		ACN:	
Trading Name		ABN	

Name of Trustee (if applicable)		ACN:	
Name of Trust (if applicable)		ABN	

Principal Place of Business			
Registered Office Address			
Postal Address			
Office Telephone No.		Mobile No.	
Email (General)		Email (Invoices)	

PERSON COMPLETING THIS FORM

Name		Position/Title	
Office Telephone No.		Mobile No.	

OWNERS / PROPRIETORS / DIRECTORS

Name(s), Address(es) and Mobile(s)	1.
	2.
	3.

BUSINESS

Type of Business			
How long business established		Date the business commenced	
Business Premises	Owned ☐ Leased ☐		

TRADE REFERENCES

Business Name	Name of Contact Person	Telephone/Mobile No.	Average Monthly Orders	Comments
			\$	
			\$	
			\$	



Credit Conditions

Issue date:
09.07.2026
Review date:
09.07.2029

PAYMENT TERMS: 30 DAYS FROM INVOICE DATE

Credit Limit Requested: \$ per month

Note: Any queries or disputes regarding invoices issued by Allpoint Nominees Pty Ltd trading as KTrans ("the Company") must be notified to the Company in writing within seven (7) days of the invoice date. The Company is not a common carrier, and goods supplied are not insured.

ACKNOWLEDGMENT AND ACCEPTANCE

The Customer hereby acknowledges and agrees that it has read, understood, and accepts the Credit Conditions attached to this Credit Application, and agrees to be legally bound by the Credit Conditions. I, the undersigned, confirm that I am a duly authorised representative of the Customer and warrant that I have full power and authority to complete, execute, and submit this Credit Application on behalf of the Customer.

Signature of Authorised Person

Title/Position

Name of Authorised Person

Date

On approval of credit, payments can be made by cheque to the above address or by direct debit to NAB

Bank Account Name: **ALLPOINT NOMINEES PTY LTD**

Account: **73-576-7325**

BSB: **086-006**

Swift Code: **NATAAU3303M**

Bank: **NAB**

COMPLETING THIS CREDIT APPLICATION

1. Procurement of Goods and/or Services

In order to procure goods and/or services from Allpoint Nominees Pty Ltd (ACN 083 731 257) trading as KTrans (Company), the applicant named in this form (Customer) must accurately complete the credit application form (Credit Application), including, if requested by the Company, ensure that the guarantee and indemnity set out below or separately accompanying the Credit Application is also completed.

2. Discretion and Approval

The Company may accept or reject the Customer's Credit Application at its absolute discretion. If the Credit Application is approved, the Company will notify the Customer in writing of that approval and the maximum amount of approved credit (Credit Limit which includes all monies, obligations and liabilities of any kind owed or payable by the Customer or any Guarantor to the Company at any time) that applies to the Customer's account (Credit Facility). The credit conditions set out below (Credit Conditions) will apply to the Credit Facility.

3. Terms and Conditions of Sale

Whether or not the Credit Application is approved, the Company's standard terms and conditions of sale, published on the Company's website (Terms and Conditions), as amended from time to time in accordance with their terms, will apply to the Company's supply of goods and/or services to the Customer.

CREDIT CONDITIONS

4. Contract Formation

If the Company accepts the Customer's Credit Application, the Credit Application and the Credit Conditions form part of the contract between the parties for the purchase of goods and/or services, along with the Terms and Conditions and any orders placed in accordance with the Terms and Conditions (Contract).

5. Customer Warranties

The Customer warrants that, at the time of submitting the Credit Application:

- (a) the information provided in the Credit Application is accurate, correct and complete;
- (b) it is not aware of any fact, matter, or circumstance that would give the Company reasonable grounds to suspect or believe that the Customer has suffered, is suffering, or is likely to suffer an Insolvency Event (as defined in the Terms and Conditions);
- (c) it is not aware of any other material circumstance or event that would be likely to affect the consideration by the Company of whether to provide the Credit Facility; and
- (d) it has received, or has had the opportunity to receive, independent legal and financial advice in relation to this Credit Application prior to submitting it.

6. Notification Obligations

The Customer will notify the Company as soon as practicable, and in any event, within 5 business days, if:

- (a) there is any change to the information provided by the Customer in the Credit Application;
- (b) an Insolvency Event occurs or is threatened;
- (c) there is any proposed change in its legal status, ownership or control; or
- (d) it becomes aware of any material circumstance or event that may affect the Customer's ability to perform its obligations.

7. Suspension or Termination of Credit Facility

Without limiting any rights or remedies the Company may have, the Company may immediately reduce the Credit Limit, suspend, or terminate the Credit Facility if any of the following occurs:

- (a) the amount owed exceeds the Credit Limit;
- (b) the Company reasonably suspects the Customer is experiencing financial difficulty;
- (c) the Customer defaults on any payment under the Terms and Conditions and fails to remedy such default within 7 days of written notice;

- (d) the Customer breaches a material term in the Contract that is capable of remedy and fails to do so within 7 days;
- (e) the Customer breaches a material term in the Contract that is incapable of remedy; or
- (f) an Insolvency Event occurs or is threatened in respect of the Customer.

8. Immediate Liability

If the Company exercises its rights under clause 7, all amounts incurred against the Credit Facility will become immediately due and payable.

9. Right to Require Security

The Company may, at any time, require the Customer and/or any Guarantor to provide additional or replacement security, including but not limited to further guarantees, cash deposits, or bank guarantees. The Company may suspend the supply of goods and/or services until such requirement is satisfied.

10. Information Provision

The Customer must, at the Company's request, promptly provide all information and documentation reasonably required to determine whether to accept or reject the Customer's Credit Application.

11. Retention of Title and Risk

The Customer acknowledges and agrees that:

- (a) legal and beneficial title to all goods supplied by the Company remains vested in the Company until the Company has received payment in full, in cleared funds, of all amounts owing by the Customer to the Company on any account whatsoever;
- (b) until title passes, the Customer holds the goods as bailee for the Company and must:
 - (i) keep the goods separate from all other goods and clearly identifiable as the property of the Company;
 - (ii) store and handle the goods with due care and in a manner that preserves their value; and
 - (iii) only sell the goods in the ordinary course of business, as agent for the Company;
- (c) any sale of the goods prior to title passing is made on behalf of the Company, and the Customer holds the proceeds of sale (including any insurance proceeds) on trust for the Company, immediately upon receipt, and must account to the Company for those proceeds until all monies owing to the Company are paid in full; and
- (d) risk in the goods passes to the Customer upon delivery and the Customer must insure the goods, at its own cost, for their full replacement value against all usual commercial risks until title passes.

12. Security Interest (PPSA)

- (a) The Customer grants the Company a security interest (as defined in the Personal Property Securities Act 2009 (Cth) (PPSA)) in:
 - (i) all previous and future goods supplied, and their proceeds; and
 - (ii) all present and after-acquired property of the Customer, as security for the performance of its obligations under the Contract. The Customer waives any right to receive notice under the PPSA unless such notice is required by the PPSA and that requirement cannot be excluded.
- (b) If the Customer defaults under the Credit Conditions, the Company may enter any premises where the goods are located or the Company reasonably believes the goods are located to search for, seize and

remove the goods. The Customer irrevocably licenses and authorises the Company to enter such premises for this purpose.
- (c) The Customer indemnifies and holds harmless the Company from and against any loss that the Company suffers or incurs as a result of exercising its rights under this clause, except to the extent that such loss is caused by the Company's negligence or breach of the Credit Conditions.

13. Real Property Security

In addition to the security interest provided for in clause 12, the Customer:

- (a) charges in favour of the Company, as a continuing security, all of its right, title, and interest (whether legal or equitable, present or future) in any real property it owns or holds, as security for the payment and performance of all monies and obligations owing by the Customer to the Company;
- (b) must, at its own cost, execute and do all things reasonably required by the Company to create, perfect, and maintain a registrable mortgage or other real property security in favour of the Company in respect of that real property;
- (c) agrees that the Company is authorised to lodge and maintain caveats over any real property in which the Customer has an interest, to protect the Company's security interests; and
- (d) irrevocably appoints the Company and each of its authorised officers as the Customer's attorney, with full power of substitution, to execute, deliver, and register any document and do any act necessary to give effect to this clause if the Customer fails to do so within a reasonable time after request.

14. Credit Reporting Consent

The Customer consents to the Company obtaining a credit report from a credit-reporting agency containing personal credit information for the purposes of assessment or debt collection.

15. Exchange of Information

The Company may exchange information with credit reporting agencies to:

- (a) assess this Credit Application;
- (b) notify other providers of a default;
- (c) exchange status updates if the Customer is in default with other providers; and
- (d) assess overall creditworthiness.

16. Trade References

The Customer consents to the Company contacting the trade references listed in the Credit Application.

17. Use of Personal Information

The Customer consents to the Company collecting, using, holding, and disclosing personal information provided by the Customer or any Guarantor in connection with this Credit Application, in accordance with the Privacy Act 1988 (Cth), for the following purposes (and for any other purposes agreed between the parties or required or permitted by law from time to time):

- (a) assessing, establishing, and administering the supply of goods and/or services;
- (b) assessing and verifying creditworthiness, including obtaining information from, and disclosing information to, credit reporting bodies, financiers, insurers, and other relevant third parties;
- (c) processing and administering payment instructions, credit facilities, and related transactions; and
- (d) the ongoing administration, operation, enforcement, and collection of amounts owing under the credit facility or in relation to the goods and/or services supplied.

18. Trust Declarations

- (a) The Customer warrants that it is not a trustee of a trust unless otherwise stated. If the Customer is a trustee, the Credit Conditions applies to them in both their personal capacity and as trustee. The trustee and its successors will be liable under the Contract to the extent that all the assets both present and future of the trust will be available to satisfy the trustee's liabilities.
- (b) This clause applies where the Customer is the trustee of a trust (whether or not that matter is disclosed under this Credit Application). The Customer is bound by this Credit Application in its personal capacity and in its capacity as trustee of the trust. The Customer declares that:
 - (i) the Credit Application is for the benefit of the trust;
 - (ii) they are the sole trustee with full authority;
 - (iii) they have authority to enter into this Credit Application and comply with its terms;

- (iv) they have the right to be fully indemnified out of trust assets; and
- (v) no action has been taken or proposed to terminate the trust nor has any event for the vesting of the trust property occurred.

19. No Set-Off

All payments must be made without deduction, set-off (whether legal, equitable, or otherwise), or counterclaim unless otherwise agreed in writing.

20. Acknowledgment

By signing below, the Customer acknowledges and agrees that:

- (a) they have read and understood, and agree to be bound by the Credit Application and the Credit Conditions; and
- (b) the Terms and Conditions apply to all supplies of goods and/or services, whether or not the Credit Application is successful.

Executed as an agreement.

In signing this document, I warrant that I am an authorised signatory and have the capacity to enter into this agreement. Executed by the Customer in accordance with section 126 or section 127 of the Corporations Act 2001 (Cth) by its authorised representative(s):

Signature of Authorised Person

Signature of Witness

Name of Authorised Person

Name of Witness

Title/Position

Date

Signature of Authorised Person

Signature of Witness

Name of Authorised Person

Name of Witness

Title/Position

Date

GUARANTEE AND INDEMNITY

Please seek independent legal advice in relation to the provisions of this Guarantee and Indemnity Deed Poll.

1. The person(s) named below (**Guarantor**) irrevocably and unconditionally guarantees to the Company the due and punctual payment of all monies owed by the Customer to the Company under this Credit Application and/or the Terms and Conditions, as well as the punctual performance of all of the Customer's obligations, undertakings and provisions contained in or implied by the Credit Application and/or the Terms and Conditions.

Guarantor Name: _____ Date of Birth: _____

Address: _____

Email Address: _____

Guarantor Name: _____ Date of Birth: _____

Address: _____

Email Address: _____

2. The Guarantor (and if more than one, jointly and severally) irrevocably and unconditionally indemnifies the Company against all loss, damage, liability, costs and expenses suffered or incurred by the Company as a result of any failure by the Customer to pay in a due and punctual manner the amount owed by the Customer to the Company when due or as a result of any breach of any of the Customer's covenants and conditions contained in or implied by the Credit Application and/or the Terms and Conditions.
3. The Guarantor must, immediately on demand:
- (a) pay to the Company any money which is not paid when due by the Customer to the Company; and/or
 - (b) perform any of the other obligations, undertakings and provisions referred to in this deed poll.
4. As security for the performance of its obligations under this Credit Application and the Terms and Conditions, the Guarantor hereby grants to the Company:
- (a) a security interest in and over all of its present and after acquired personal property; and
 - (b) a charge by way of mortgage over all of its interests in real property, and consents to the Company registering caveats over any and all real property of or owned by the Guarantor.
5. The Guarantor waives its right to receive any notice under the Personal Property Securities Act 2009 (Cth) (**PPSA**) unless such notice is required by the PPSA and that requirement cannot be excluded.
6. The Guarantor must, when directed by the Company, execute any documents and do all things reasonably required by the Company to grant a registrable mortgage over any of its real property. In the event that the Guarantor fails to deliver any documents requested by the Company, the Guarantor hereby appoints the Company to be the Guarantor's lawful attorney for the purposes of executing and registering such documents.
7. The Guarantor is liable for, and indemnifies the Company from and against, all loss or damage (including reasonable legal costs) incurred or suffered by the Company in connection with the enforcement of this guarantee and indemnity, including the recovery of overdue payments. The Guarantor's indemnity under this clause will be proportionately reduced to the extent the Company caused or contributed to the loss or damage.
8. Where the Guarantor is an individual:
- (a) the Guarantor acknowledges that the Company has informed it, in accordance with the Privacy Act 1988 (Cth), that certain items of personal information about it contained in or relating to the Credit Application in which this deed poll appears might be disclosed to credit reporting bodies, and the Guarantor authorises the Company to disclose that personal information; and

Guarantor Initial: _____

Guarantor Initial: _____

- (b) the Guarantor agrees that before providing credit to the Customer, the Company may seek from a credit reporting agency, a credit report containing personal information, including consumer credit information about the Guarantor to assist in deciding whether to accept the Guarantor as a guarantor of the Customer.
9. All amounts payable by the Guarantor under this deed poll must be made without deduction or set off (whether legal, equitable, or otherwise), or counterclaim.
10. The Guarantor acknowledges and agrees that it has received, or has had the opportunity to receive, independent legal and financial advice in relation to this deed poll.

Executed as a deed poll.

Signature of Guarantor

Signature of Witness

Name of Guarantor

Name of Witness

Date

Signature of Guarantor

Signature of Witness

Name of Guarantor

Name of Witness

Date