



Flinders Ports Pty Ltd ABN 83 097 377 172
 296 St. Vincent Street, Port Adelaide, South Australia, 5015
 P.O. Box 19, Port Adelaide, South Australia, 5015
 Tel +61 8 8447 0611 Fax +61 8 8447 0606

CREDIT ACCOUNT APPLICATION

APPLICATION FOR CREDIT WITH [insert relevant FPH entity and ABN]

APPLICANT BUSINESS INFORMATION			
Registered Company Name			
Registered Trading Name			
Registered Company Address		State	Postcode
Postal Address (if different)		State	Postcode
Phone			
Email		ABN / ACN Number	
Date business commenced		<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other	
Nature of Business	<input type="checkbox"/> Shipping <input type="checkbox"/> Fishing Industry <input type="checkbox"/> Cargo Agent <input type="checkbox"/> Ship Owner <input type="checkbox"/> Other		
APPLICANT CONTACT DETAILS			
Chief Financial Officer		Accounts Payable	
Name		Name	
Email		Email	
Phone		Phone	
Email for Invoices (if different to Accounts Payable email)			
Applicant's Agent (if any)			
Name		Phone	
Email			
APPLICANT CREDIT REFERENCES			
Company name		Phone	
Contact name		Fax	
Address		Email	
Company name		Phone	
Contact name		Fax	
Address		Email	
Company name		Phone	
Contact name		Fax	
Address		Email	
CREDIT TERMS AND CONDITIONS			
The Applicant acknowledges and agrees that this Credit Account Application and any subsequent Trading Account established for the Applicant is subject to the Credit Terms and Conditions attached to this application.			
Print Name		Position Held	



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Signature		Date of Application	
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**FOR INTERNAL USE ONLY:
THIS SECTION TO BE COMPLETED BY FINANCE OFFICER**

Has the Customer Credit File Review been completed? (Attach completed Credit File Review to Credit Account Application)		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Please state whether this Customer is approved for Credit? (If the answer is 'No' please detail reason below)		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Print Name		Position	
Signature		Date of Approval	

MANAGEMENT APPROVAL

Print Name		Position	
Signature		Date of Approval	

CREDIT TERMS AND CONDITIONS

The Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Terms and Conditions:

"Business Day" means a day other than a Saturday, Sunday or public holiday (including Bank Holiday) in the place where the Services will be provided.

"Customer" means the applicant named and specified in the Credit Account Application, including its successors and permitted assigns.

"Customer's Agent" means the agent (if any) specified in the Credit Account Application, or if none is specified, the agent (if any) who requests any credit to be provided on behalf of a Customer.

"Credit Account Application" means the credit application form accompanying these Terms and Conditions, completed by the Customer or the Customer's Agent and received by Flinders.

"Flinders" means entity named on the Credit Account Application of 296 St Vincent Street, Port Adelaide, SA 5015.

"Insolvency Event" means any of the following events: the Customer ceases to be able to pay its debts as and when they become due; the Customer ceases to carry on business; the Customer disposes of the whole or part of its assets, operations or business other than in the ordinary course of business; any step is taken by a mortgagee to take possession or dispose of the whole or part of the Customer's assets, operations or business; any step is taken to enter into an arrangement between the Customer and its creditors; or any step is taken to appoint a receiver, a receiver and manager, a provisional liquidator, a liquidator, an administrator or other like person of the whole or part of the Customer's assets, operations or business.

"Services" means any service or services provided by or arranged by Flinders.

"Terms and Conditions" means these Credit Terms and Conditions.

"Trading Account" means the credit account established for the Customer in accordance with these Terms and Conditions.

1.2 Interpretation

In these Terms and Conditions:

- (a) headings are inserted for convenience only and do not affect the interpretation of these Terms and Conditions;
- (b) a reference to 'dollars', '\$' or any currency means Australian dollars;
- (c) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to these Terms and Conditions;
- (d) a reference to a party is to a party to these Terms and Conditions, and a reference to a party to a document (including a party to these Terms and Conditions) includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (e) a reference to a person includes a natural person, principal, trust, partnership, joint venture, association, body corporate or governmental agency or other entity;
- (f) where the Customer comprises more than one party, each party comprising the Customer will be jointly and severally liable under these Terms and Conditions; and
- (g) references to the word 'include' or 'including' are to be construed without limitation.

2. ACKNOWLEDGEMENTS

The Customer acknowledges and agrees as follows:

- (a) the Credit Account Application relates only the supply of credit and not to the provision of any Services and that these Terms and Conditions form part of the Credit Account Application;
- (b) it has read and accepted these Terms and Conditions;
- (c) completing the Credit Account Application does not guarantee that credit will be provided by Flinders;
- (d) Flinders' approval of a Customer's Credit Account Application does not require Flinders to extend the Customer any particular amount of credit. The amount of credit provided to a Customer will be determined by Flinders in its discretion;
- (e) the supply of Services by Flinders will only be undertaken once the Credit Account Application has been duly received and approved by Flinders;
- (f) Flinders may, if the Customer is in default at any time or from time to time refuse to provide any further Credit to the Customer; and
- (g) the further terms and conditions (if any) set out in the notice referred to in clause 6(a), once accepted by the Customer, apply to, and are binding on the Customer, as if they were provisions of these Terms and Conditions.

3. WARRANTIES

The Customer warrants as follows:

- (a) the matters referred to in the Credit Account Application are true and correct in every particular; and
- (b) it is duly constituted and able to enter into and perform its obligations under the Terms and Conditions and any Trading Account.

4. CREDIT INQUIRIES

The Customer hereby gives Flinders authority to make inquiries as to the credit and financial responsibilities, obligations and standing of the Customer and the directors of the Customer as required by Flinders from time to time, including without limitation by obtaining reports from Credit Reporting Agencies, and to give and receive information from the Business Credit References provided on the Credit Account Application.

5. CREDIT ACCOUNT UNDERTAKINGS

The Customer undertakes as follows:

- (a) to immediately notify Flinders of any material changes in any details set out in the Credit Account application;
- (b) to procure or provide such Bank Guarantee as may be required by Flinders in its discretion to secure the performance by the Customer of these Terms and Conditions and any Trading Account in accordance with the provisions of any notice issued under clause 6; and
- (c) to operate the Trading Account, if provided, in accordance with the Terms and Conditions.

6. SECURITY

- (a) Flinders may issue to the Customer a notice requiring security by way of a Bank Guarantee or otherwise to be provided by the Customer. Any such security must be in the form and on terms set out in the notice.
- (b) The Customer shall lodge any required security within fourteen (14) days of the date of the request by Flinders for the security.
- (c) Flinders may review or vary its requirements regarding the security given by the Customer from time to time. The Customer must comply with any revised security requirements required by Flinders within 14 days of written notice by Flinders of the new requirements.

7. TERMINATION

- (a) Either party may terminate any Trading Account without cause by giving the other party not less than one (1) month's written notice of its intention to do so.
- (b) Flinders may terminate the Trading Account immediately by giving the Customer written notice thereof if:
 - (i) the Customer breaches any provision of these Terms and Conditions or any provision of the Trading Account or any provision of any other agreement between Flinders and the Customer;
 - (ii) the Customer is subject to an Insolvency Event; or
 - (iii) Flinders terminates any other agreement between Flinders and the Customer for any reason.
- (c) Any termination of a Trading Account by Flinders is without prejudice to any rights, remedies or actions Flinders may have against the Customer that arose prior to the date of termination.
- (d) Clause 6 and any security provided pursuant to a notice under clause 6(a) will survive termination of a Trading Account.

8. RELATIONSHIP BETWEEN THE PARTIES

- (a) The parties agree that nothing in these Terms and Conditions constitutes any relationship of employer and employee, principal and agent, or partnership between the parties.
- (b) No party shall have the authority to bind the other party in any manner whatsoever except with the express approval by notice in writing of the other party.

9. ASSIGNMENT

Flinders may assign its rights under a Trading Account. The Customer must not assign a Trading Account or any right under a Trading Account without the prior written consent of Flinders.

10. SEVERABILITY

If a clause or part of a clause of these Terms and Conditions can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from these Terms and Conditions, but the rest of these Terms and Conditions is not affected.

11. WAIVER

Waiver of any provision of or right under these Terms and Conditions or under any Trading Account:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

12. GOVERNING LAW

These Terms and Conditions and any Trading Account are governed by the law of the place where the Services are to be provided. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

13. VARIATION

No variation of these Terms and Conditions or any Trading Account will be of any force or effect unless it is in writing and signed by the parties.

14. GIVING OF NOTICES

- (b) A notice, demand, consent, approval or communication under these Terms and Conditions (Notice) must be:
 - (i) in writing, in English and signed by a person duly authorised by the sender; and
 - (ii) hand delivered or sent by prepaid post or email to following address, as varied by any Notice given by a party to the other party:

Flinders
c/- CFO
Level 1, 296 St Vincent Street, Port Adelaide SA 5015
flindersports@flindersports.com.au

Customer
c/- CFO as per the Chief Financial Officer Details set out in
the Credit Account Application

- (c) A Notice given in accordance with clause 14(a) takes effect when taken to be received (or at a later time specified in it), and is taken to be received:



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- (i) if hand delivered, on delivery;
- (ii) if sent by email, at the time and date at which the sender's email system records that the email was successfully delivered to the recipient;
or
- (iii) if sent by prepaid post, on the fourth Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia),

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.