

Important Notices

- A. The Customer warrants that the information provided to Allied Express is true and correct, and acknowledges that Allied Express has relied upon this information in deciding whether to grant and later provide credit.
- B. The person completing this application on behalf of the Customer, warrant that the customer has the capacity to pay their debts as and when they fall due.
- C. Allied Express will be deemed to have accepted this Application of Credit Account, strictly on the Terms and Conditions accompanying this application and no other (except as implied by legislation), if it allows the Customer to trade on Credit and regardless of whether this application is signed by Allied Express or not.
- D. Notice in writing of any claim intended to be made must be given to Allied Express within 14 days after the date of delivery, or in the case of non-delivery, within 30 days from the date the service should have been completed, or the goods should have been delivered.
- E. The Terms and Conditions of Trade between Allied Express and the Customer are set out attached to this agreement & published online www.alliedexpress.com.au, or pages located on that domain. These Terms and Conditions apply to all dealings between Allied Express and the Customer unless varied online at www.alliedexpress.com.au (or pages located on that domain), or in writing at the hand of either Allied Express' Chief Financial Officer, or Directors but none other.
- F. The Customer acknowledges that a copy of the following documents, marked with a tick, have been received, read and understood, and agreed with:
 - Terms and Conditions of Trade
 - Rates and Services Proposal, including additional services listing for each service
 - Loss and Damage Warranty conditions

EXECUTED by the Company in accordance with section 127 of the Corporations Act 2001 by:
(for Companies – by 2 directors or a sole director and a secretary)

SIGNED for and on behalf of the Applicant by:
(for Partnerships – by all Partners OR by Sole Trader – by the Registered Sole Trader)

Signature:

Signature:

Name:

Name:

Position: Director/Secretary/Partner/Sole trader

Position: Director/Secretary/Partner/Sole trader

Date:

Date:

Witness Signature:

Witness Name:

Customer ID attached/recorded/sighted by Allied Express

Customer ID attached/recorded/sighted by Allied Express

Agreement to Guarantee and Indemnify

TO: Allied Express Transport Pty Limited ACN 001 787 962 and Allied Overnight Express Pty Limited ACN 074 596 491 and each of their subsidiaries, divisions, related entities, assignors and successors (hereinafter called "Allied Express")

IN CONSIDERATION of Allied Express having at my/our request agreed to perform services and/or to continue to perform services for the Customer as set out in the credit application preceding this agreement ("the Credit Agreement") we, the below named Guarantors, jointly and severally agree with Allied Express as follows:

1. Guarantee. To Guarantee to Allied Express the performance of all obligations and payment of all monies owing, now or in the future, by the Customer under the Credit Agreement and/or arising out of any past, present or future dealing with Allied Express.
2. Indemnity. To indemnify and agree to keep Allied Express indemnified in respect of all monies owing as defined in clause 1 and all damages, costs, losses and expenses that Allied Express may suffer or incur as a result thereof and as principal debtor agree to pay to you when demanded in writing a sum equal to the amount of the said moneys and damages, costs, losses and expenses.
3. Insolvency. I/we agree that this guarantee and indemnity shall continue and I/we shall remain liable to Allied Express under this indemnity notwithstanding that the Customer may be bankrupt, wound up or subject to external administration.
4. All monies. This guarantee and indemnity shall be a continuing guarantee and indemnity to Allied Express for the whole of the Customer's indebtedness or liability to Allied Express in respect of services supplied or to be supplied to the Customer or upon any other account howsoever or whenever arising, including interest or service charges on overdue accounts and

costs on a solicitor and client basis of any attempt or attempts to recover from the Customer or any guarantor hereunder and whether successful or not or whether frustrated by the Customer or guarantor or by operation of law and including costs ordered by a Court to be paid by Allied Express to the Customer.

5. No Waiver. You shall be at liberty without discharging it from liability hereunder to grant time or other indulgence to the Customer in respect of the services supplied by you to the Customer and to treat me/ us in all respects as though I/we were jointly and severally liable with the Customer as Customer to Allied Express instead of being merely sureties for the Customer and in order to given full effect to the provisions of this guarantee and indemnity.
6. Charge. I/we charge in Allied Express' favour all of my/our estate and interest in all my/our personal and real property that I/we own now and in the future with the amount of the Customer's and/or my/our indebtedness hereunder this agreement and the Credit Agreement until discharged in full, including the costs relating to same.
7. Forthwith performance. In the event of the Customer failing to make any payment duly and punctually to Allied Express I/we will make payment of the same forthwith to Allied Express and in the event of the Customer failing to perform duly punctually and fully any of the Customer's obligations in its application for credit facilities made to you then forthwith I/we shall so perform the same.
8. Payments to Trustee. No sum of money which the Customer pays to Allied Express and Allied Express later pay, are obliged to pay, allow in account or is obliged to allow in account to a liquidator, administrator, receiver or trustee in bankruptcy of the Customer by reason of the Corporations Act 2001, Bankruptcy Act 1966 or otherwise shall, for the purpose of this guarantee and indemnity, be considered as discharging or diminishing my/our liability and this guarantee and indemnity shall continue to apply as if the said sum(s) had at all times remained

owing by the Customer.

9. Release. This guarantee and indemnity shall continue in force until such time as Allied Express release me/us in writing, and notwithstanding the fact that we/I are no longer directors, shareholders, employees or owners of the Customer as the case may be. I/we accept that such release will not be forthcoming whilst the Customer is indebted to Allied Express and/or until a suitable guarantor or guarantors are located, but in any event shall be at Allied Express' absolute discretion.

10. Legal Action. You shall have the right to proceed against me/us under the guarantee and indemnity upon the default, refusal or inability of the Customer to pay as if the primary liability for any money owing was my/ our own, and you may do so notwithstanding that I/we shall not have notice of any neglect or omission on the Customer's part to pay such sum or perform such obligation.

11. Without Prejudice. This guarantee and indemnity is without prejudice to and shall not be affected by, nor shall the rights or remedies of Allied Express against me/us or any of me/us be in any way prejudiced or affected by:

(a) any other security taken by you from the Customer or from any other person, (b) any waiver or indulgence, whether as to time or otherwise, given to the Customer or to me/us or any one or more of me/us, (c) by any other act, matter or thing which under the law relating to sureties would or might but for this provision release me/us or any of me/us from all or any part of my/our obligations contained in this guarantee and indemnity,

(d) any person named in this guarantee and indemnity as guarantor failing to execute this guarantee and indemnity or failing or ceasing to be bound by the terms of this guarantee and indemnity.

12. Variation not to void. We/I agree that this guarantee and indemnity shall not be avoided, released or affected by you making any variation or alteration in the terms of its agreement(s) with the Customer, even if such variation or alteration has the effect of increasing my/our

liability under this guarantee and indemnity.

13. Severability. It is agreed that if any provision of this contract is unenforceable such provision is severable and its unenforceability will not effect any other part or provision of this guarantee and indemnity.

14. All monies and Entire Agreement. This guarantee secures the repayment of all monies owed by the Customer whatsoever, and this deed constitutes the entire guarantee. No further terms will apply to this agreement and such will not be released or varied unless in writing by the Chief Financial Officer, Directors or Chief Executive Officer of Allied Express.

15. Jurisdiction. I/we agree to submit all disputes arising between me/us and you to the jurisdiction of the appropriate Court in the State of New South Wales.

16. Disputes. Where a dispute arises as to the payment of the Customer's account the Customer agrees to pay into an interest bearing trust account of Allied Express or its solicitors all monies claimed outstanding by Allied Express before being entitled to dispute the debt. The Customer acknowledges that this clause will operate as a bar commenced against Allied Express and as a bar to any defence in proceedings commenced by Allied Express while until such time as payment required by this clause is made.

17. Recovery and Legal Costs: I/we will pay to Allied Express all costs and expenses incurred in the recovery, or attempted recovery, of overdue accounts and any action commence or defended by Allied Express in relation to this agreement including but not limited to all costs and expenses payable to mercantile agents, solicitors (on a solicitor and client basis) and third parties in securing any account balance, outstanding or otherwise).

18. Several Liability: Where there is more than one guarantor named below each of us agree to be bound to this agreement to guarantee and indemnify jointly and severally, so that Allied Express may prosecute one or more of us for the full amount of the debt without prejudice against Allied Express' rights against the other guarantor or guarantors.

EXECUTED AS A DEED

Signed and dated this day of of year

Guarantor 1

Guarantor 2

Signature

Signature

Name

Name

Address

Address

.....

.....

Witness Signature.....

Witness Signature.....

Witness Name

Witness Name

Guarantor ID attached/recorded/sighted by Allied Express

Guarantor ID attached/recorded/sighted by Allied Express