

M & D Jones Customs Pty Ltd

T/A Tomax Logistics Australia

A.C.N. 006 753 439

Customs & Forwarding Brokers

25 Hardner Road, Mt Waverley VIC 3149

Phone: 1300 186 629 Fax: 1300 143 256



Freight - Customs - Transport

APPLICATION FOR NEW ACCOUNT

Please ensure that this application is fully completed to enable prompt processing and return to the above address.

Registered Business Name:

A.B.N. / A.C.N.:

Trading Name (if applicable):

Physical Address:

Postal Address:

Full Name(s) and Address(es) of sole trader, partners or directors:

Applicants Bank:

Branch:

Credit Requested: \$

Requested Terms:

Account Contact:

Telephone:

Email Address:

Continued on next page, please complete all pages.

Trade References: Please quote 3 references at trading levels at least equal to request.

	Company Name	Contact	Phone Number
1.			
2.			
3.			
4.			

TERMS & CONDITIONS

M&D Jones Customs Pty Ltd T/A Tomax Logistics Australia (**Tomax**)

1. These terms and conditions apply to all contracts for the provision of services by Tomax to its customers not withstanding any conditions to the contrary in any purchase order or otherwise except as expressly agreed to in writing and acknowledged by Tomax.
2. Payment terms must be adhered to as specified. Tomax shall be entitled to charge a 10% non-payment fee if collection services are required to recover outstanding amounts past due payment date.
3. Should the client be in default of the agreed payment terms and conditions the client agrees to pay Tomax the amount outstanding at the rate prescribed by the Penalty Interest Rates Act (1983) from the date of the default until payment in full plus a default fee of \$50 on each overdue account.
4. Full terms and conditions are available at anytime on request and accompany this application form for your reference, please take careful note of those terms and conditions contained therein.

This application is made by me as the authorising officer of the applicant and I hereby:

1. Personally warrant the accuracy of the information contained herein and undertake jointly and severally to indemnify Tomax against any loss or damage caused to Tomax by reason of credit having been granted on the basis of false or misleading information contained herein.
2. Acknowledge that I have received and viewed Tomax’s full terms and conditions of trade that form part of any contract between us as the customer and Tomax and agree to adhere to and abide by such terms and conditions.
3. Acknowledge that personal guarantees may be required of the Directors of the applicant where it is a company.

Authorising Officer: _____ Position: _____

Signature: _____ Date: _____

Witness Name: _____ Witness Signature: _____

Continued on next page, please complete all pages.

DIRECTOR'S GUARANTEE

Name of Applicant Company:

Full Names of Directors Providing Guarantee:

1. Tomax has provided or is to provide credit facilities to the applicant company at the request of the Directors named above.
2. The Directors jointly and severally guarantee to Tomax the due performance by the applicant company to Tomax of whatsoever nature and howsoever arising.
3. The guarantee should be a continuing guarantee for the purport of securing the performance of the whole obligations of the applicant company.
4. The Directors may only be released from this guarantee in the following events:
 - a. By agreement of Tomax or,
 - b. By giving notice in writing to Tomax by certified mail of the renunciations of this guarantee which renunciation shall be effective of all facilities provided to the applicant company by Tomax on or after the date of the receipt by Tomax of such information, and not otherwise.
5. The Directors covenant with Tomax to indemnify Tomax in respect of all and any loss caused by the failure of the applicant company to adhere to the obligations of the applicant company to Tomax.
6. In the event of default of the part of the applicant company Tomax shall be entitled at any time thereafter to take action against any of the Directors to recover the whole or any part of monies outstanding too the supplier by the company irrespective of the taking or otherwise of any action against the applicant company.

SIGNED sealed and delivered by each of the above Directors:

Name	Signature
Name	Signature
Name	Signature
Witness Name:	Signature

OFFICE USE ONLY			
Received By:		Date:	
Customer Code:			
Credit Checked:		Account Opened By:	
Approved By:		Rates Entered:	
Date:		Date:	