



## COMMERCIAL CREDIT APPLICATION & SUPPLY AGREEMENT

To: **COLOSSUS FOOD PTY LTD**

(hereinafter called "the Supplier")

I,

(Full name(s) of company, partners or individual)

Of

(Residential or Trading address only)

P'Code

(Hereinafter called "the Customer") hereby request that you allow me / us credit in respect of payment for such goods as may be sold and delivered to me / us at my / our request and not to require immediate payment upon delivery of goods or provision of such services and in consideration of your so doing and in order to induce you, in your discretion, to grant such credit facilities to me / us I / WE REPRESENT AND WARRANT to you that the particulars set out below are true and correct in every particular and I / WE AGREE with you as in hereinafter set out and we accept the terms and conditions upon which you may supply goods and services as set out herein.

### Particulars of Application

To be completed by the Customer.

1. Trading Name

Postal Address

(if other than as above)

P'Code

Business Phone

A.H.

Business Fax

Mobile Phone

Business Premises OWNED / RENTED / BUYING

Email Address

Nature of Organization (Please select)

Sole Trader

Partnership

Company

Trust

Other, please specify:



**DIRECTORS & GUARANTORS**

(To be completed by sole traders, each partner of a partnership, each company director and/or guarantor)

**List of Major Assets and Liabilities**

**Customers Real Estate**

Address	Volume	Folio
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Address	Volume	Folio
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**Guarantors Real Estate**

Address	Volume	Folio
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Address	Volume	Folio
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**Other Assets**

	\$
	\$
	\$
	\$

**Liabilities**

	\$
	\$
	\$
	\$

**Trade References**

(Major suppliers)

<b>Name</b>	<b>\$Monthly Telephone</b>	<b>Purchases</b>	<b>Suburb</b>



## Terms and Conditions of Credit

These are the terms and conditions upon which Company (the Supplier) may supply goods and services to an accepted credit account customer.

1. All goods and services supplied by the Supplier to the Customer during any calendar month must be paid for in full by the Customer on or before the Supplier's last trading day in the following month (the due date).
  2. A monthly billing cycle will apply. During each month the Supplier will render to the Customer a statement of account in respect of the preceding month.
  3. If the amount shown to be payable on such statement of account is not paid by the Customer to the Supplier on or before the due date then a credit charge will immediately become payable. The credit charge will be at the rate of 18 per centum per annum calculated on the amount remaining unpaid under the statement of account computed from the due date.
  4. The Supplier reserves the right at all times to suspend or discontinue the supply of goods and services to the Customer without being obliged to give any reason for its action.
  5. In the case of a monthly credit account opened the names of two or more persons these persons are jointly and severally liable to pay that account.
  6. In the case of delay in delivery, the Supplier shall not be liable for loss or damage to the Customer for any delay in delivery of Goods where the delay is caused by reasons beyond the control of the Supplier.
- (a) Goods which we agree to sell shall remain our sole and absolute property as legal and equitable owner until such time as the Customer has paid in full for those goods but such goods shall nevertheless be at the risk of the Customer as soon as they are delivered to or to the order of the Customer.
- (b) Such goods shall be held by the Customer as bailee for us until full payment has been made.
- (c) The Customer's right to possession of the goods shall cease if he, not being a company, commits an available act of bankruptcy or if he is a Company a Receiver or Manager becomes entitled to take possession of any assets of the Company or any proceedings are instituted for the winding up of the Company. Upon the happening of any such event we may repossess the goods and for this purpose we are at liberty to enter upon any business where we reasonably believe they might be.

### 6. Equitable Charge

**To secure payment of all monies which may become payable by the Customer to the Supplier the Customer HEREBY CHARGES with the due payment of those monies all of the Customer's interest in the land described in this Commercial Credit Application and Supply Agreement and all other real property both present and future and the Customer consents to the Supplier lodging a caveat or caveats noting its interests pursuant to such charge. The Customer also agrees, if requested by the Supplier, to execute any other documents in registerable form to better secure this equitable charge. The Customer hereby agrees to indemnify the Supplier for all legal costs and fees in respect to such charge and caveat.**

### 7. Privacy Act 1988

The Customer and Guarantor(s) are informed that personal information (including an opinion) relating to the Customer and Guarantor agrees:

- (a) To Company obtaining from a business which provides information about the commercial credit worthiness of persons information concerning my commercial activities or commercial credit worthiness and using that information for the purposes of assessing this application.
- (b) To any credit reporting agency giving to Company a credit provider any credit report or record or information that has any bearing on the credit worthiness, credit standing, credit history or credit
  - (i) to assess an application by the Customer or Guarantor for credit.
  - (ii) to notify other credit providers of a default by the Customer or Guarantor.



- (iii) to exchange information with other credit providers as to the status of the account where I am in default with another credit provider.
- (iv) to assess the credit worthiness of the Customer and Guarantor at any time.

The Customer and Guarantor hereby agree to the above and to be bound by all the Company's terms and conditions as set out above and it is expressly agreed and acknowledged that such terms and conditions have been read and fully understood.

Signature:

.....PRINT NAME: .....

Witness Signature: .....PRINT NAME: .....

Signature:

.....PRINT NAME: .....

Witness Signature: .....PRINT NAME: .....

Date

**THIS IS A LEGAL CONTRACT. DO NOT SIGN IT UNLESS YOU HAVE READ AND UNDERSTOOD THE DOCUMENT.**



**Personal Guarantee and Equitable Charge**

To (the "Supplier")  
of

Customer

Guarantors (Full names)

1. 2.

3. 4.

Should the Application for Credit be approved in favour of the Customer whose name appears hereon, then we, the signatories to this document ("the Guarantors") HEREBY GUARANTEE to you the Supplier the due and punctual payment and performance by the Customer of all its obligation and other liabilities in respect to all the contracts entered into with you and in addition, we agree, undertake and acknowledge to be bound by the terms and conditions of credit herein and further:

1. That we the Guarantors of the Customer hereby agree that this Guarantee shall be a continuing one in favour of the Supplier in respect to all debts, losses, payments, damages and other expenses to which the Supplier is entitled and that each signatory hereto shall be jointly and severally liable for such payments and other obligations.

**2. To secure payment of all monies which become payable by the Customer to the Supplier the Guarantor/s HEREBY CHARGE the land described in this Credit Application and all other land owned by us from time to time with payment of any amounts due by the Customer and hereby authorize you to register such charge or caveat on such land to better secure such moneys due pursuant to this guarantee and further indemnify and guarantee payment to you of all legal costs in respect to the charge and caveat. We also agree, if requested by the supplier, to execute any other documents in registrable form to better secure this equitable charge.**

Signature: .....PRINT  
NAME: .....

Witness Signature: .....PRINT  
NAME: .....

Signature: .....PRINT  
NAME: .....

Witness Signature: .....PRINT  
NAME: .....

Date

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