



Pacific Fertiliser Pty Ltd

ABN: 44 638 134 865

PO BOX 3454

TAMARAMA NSW 2026

PH: 1300 473 497

FAX: (02) 8076 3047

Email: sales@pacificfertiliser.com

Accounts: accounts@pacificfertiliser.com

Web: www.pacificfertiliser.com

CREDIT APPLICATION - 14 DAY ACCOUNT

Date: _____

Company / Individual Name: _____

Trading Name: _____

Main Business Activity: _____

Street Address: _____ Post Code _____

Postal Address: _____ Post Code _____

Phone: _____ Fax: _____

Mobile/s: _____

E-mail: _____ Web : _____

Bank: _____ BSB: _____ Acc. No: _____

Date Commenced Business: _____ ABN: _____

Paid Capital: _____ Are premises owned or leased? _____ Value: _____

Names, Phone Numbers & Addresses of Directors or Partners:

1. _____

2. _____

3. _____

Trade References:

1. Company: _____ Phone No: _____

Contact: _____ Email: _____

2. Company: _____ Phone No: _____

Contact: _____ Email: _____

3. Company: _____ Phone No: _____

Contact: _____ Email: _____

I/We hereby authorise you to contact the trade references supplied above to ascertain the trading/payment history of our organisation.

Accounts Contact: _____ Phone No: _____

Monthly Credit Required: _____

TERMS

Strictly 14 days Nett from date of Invoice any expenses costs or disbursements incurred by the supplier in recovering any outstanding monies from the customer including debt collection agency fees and solicitors costs shall be paid by the customer, providing that those fees do not exceed the scale charges as charged by that debt agency or solicitor.

PRIVACY CLAUSE

Pacific Fertiliser Pty Ltd undertakes not to release any of the above Credit Application information to 3rd parties.

The applicant named above applies to establish a credit facility with Pacific Fertiliser Pty Ltd (ABN 44 638 134 865) and agrees to be bound by Pacific Fertiliser’s Terms and Conditions of Sale included in this application, or as otherwise notified from time to time and acknowledges that they have been read and are understood.

I _____ am authorised by _____ to execute this credit application
(Print Name) (Company, Business, Partnership)

document on it’s behalf.

Authorised by: _____ Date: _____
(Signature)

Title Held: _____

Address: _____

Phone Number: _____ Drivers Licence Number: _____

Office Use Only
Customer Number _____
Client Manager _____
Client Location _____

Terms and Conditions

1. Definition

'Agreement' means 'Confidential Commercial Credit Application'

'Customer' means the Applicant(s) referred to in Section 1

'Guarantor' means the person(s) who have signed the Guarantee and Indemnity

'Guarantee and Indemnity' means 'Confidential Deed of Guarantee and Indemnity'

'Goods' includes services

'Real Property' means land owned by the Customer now or in the future solely or jointly

'Supplier' means Pacific Fertiliser Pty Ltd and any of its related body corporate [as defined in section 50 of the Corporations Act 2001 (Cwlth)]

'Loss' includes any damage, loss, cost, liability, charge, expense, diminution in value or deficiency of any kind or character.

'Order' means an order for the purchase of goods made by the Customer to Pacific Fertiliser in accordance with these Terms and Conditions.

'PPSA' means the Personal Property Securities Act 2009 (Cth)

2. Terms and Conditions of Sale

- (a) Pacific Fertiliser may vary these Terms and Conditions from time to time and will provide the Customer with replacement Terms and Conditions. If this occurs, by placing an Order the Customer will be deemed to accept the replacement Terms and Conditions.
- (b) These Terms and Conditions are at the exclusion of any Terms and Conditions of purchase submitted at any time by the Customer, whether printed on or sent with any order form or otherwise.
- (c) Any notice, approval, consent, demand, authorisation or other communication by the way of notice given by or made under these Terms and Conditions must be in writing and signed by a duly noted authorised person of the party giving Notice. Notices must either be delivered via fax, email or post.

3. Price

The Customer must pay the full amount for Goods as set out by Pacific Fertiliser in the invoices issued to the Customer.

4. Orders

- (a) Any Order placed by the Customer for Goods is deemed to incorporate these Terms and Conditions.
- (b) Any order constitutes an offer on behalf of the Customer which may be accepted by Pacific Fertiliser. Pacific Fertiliser may in absolute discretion decline to accept any Order. Pacific Fertiliser will use reasonable efforts to notify the Customer of any Order declination. Pacific Fertiliser holds no liability to the Customer for declining to accept an Order.

5. Compliance and fitness of Goods

- (a) It is the Customer's responsibility to comply with all regulations and laws governing the Customer's business, in particular the Privacy Act 1988 (Cth), as well as all laws and regulations governing environmental health and safety, storage and handling, and sale of Goods supplied by Pacific Fertiliser under these Terms and Conditions.
- (b) The customer must comply with the Material Safety Data Sheets issued by Pacific Fertiliser, as well as any other reasonable direction in relation to the Goods supplied.
- (c) It is acknowledged by the Customer that they are responsible for determining the suitability of any given Goods supplied by Pacific Fertiliser, to its proposed end use, determined by the Customer.

6. Delivery of Goods

- (a) Pacific Fertiliser will nominate the dispatch location of the Goods.
- (b) Pacific Fertiliser is under no obligation to insure the Goods whilst in transit. Goods dispatched by Pacific Fertiliser are at the Customer's risk.

7. Risk

- (a) Risk of damage and Loss pass to the Customer upon dispatch of the Goods from the nominated Dispatch point.
- (b) If goods are damaged or destroyed before property passes to the Customer, Pacific Fertiliser may (in addition to any other right or remedy under these Terms and Conditions) receive all insurance proceeds payable for the damaged or destroyed goods, whether or not the Price in respect of the goods has become payable under these Terms and Conditions. These terms and Conditions are sufficient evidence of Pacific Fertilisers' right (as against the Customer) to receive payment of the insurance proceeds without further need for inquiry by any person dealing with Pacific Fertiliser.
- (c) Pacific Fertiliser is not liable to any third party, or the Customer, for any exemplary, indirect, incidental or consequential loss or damage of actual or prospective profits.

8. Payment

- (a) The Customer waives any right to combine any account that the Customer holds with Pacific Fertiliser, or to offset any amount that is, or may become owing by the Customer to Pacific Fertiliser, against any amount owing to the Customer by Pacific Fertiliser. This clause overrides any other document or agreement to the contrary.
- (b) The Customer must pay for Goods supplied by the Supplier to the Customer within 14 days from the date of any tax invoices rendered by the Supplier to the Customer, or as stated or agreed on invoice.
- (c) If the Customer fails to make payment in accordance with clause 2(a), or at breach of any other obligation, the Customer agrees:
 - (i) To pay interest on all overdue amounts, from the end of the 14 days during which the purchase is made until the date of the payment in full, at a rate of 15% per annum (or such other rate Pacific Fertiliser may publish from time to time in lieu of that rate) calculated daily.
 - (ii) To cover the cost of Pacific Fertiliser to recover the overdue amount, including all legal costs (on a full indemnity basis) and disbursements incurred by the Supplier in the recovery of moneys due and owing by the Customer to the Supplier.
 - (iii) That the Supplier shall be entitled to cease supply of Goods to the Customer and suspend or cancel the commercial credit account of the Customer.
- (d) Pacific Fertiliser may at any time and at its sole discretion and without being under any duty or obligation to provide reasons alter or terminate the Customer's credit limit or payment terms upon the provision of notice to the Customer.
- (e) If payment is not made by the Customer on the due date, the Supplier reserves ownership of the Goods. The Customer must deliver the Goods to Pacific Fertiliser on demand. If the Customer does not comply with this demand, Pacific Fertiliser, its employees and agents reserve the right to enter the Customer's premises, or the premises at which the Goods are being kept, at any time without liability for trespass or any resulting damage, and retake possession of the Goods by whatever means is needed. The Customer must procure the consent of all other persons having interest in the premises of the Goods' locations, to the entry of those premises by Pacific Fertiliser, its employees and agents. Pacific Fertiliser may also credit the Customer's account with the lower net value of the Goods, or re-sell and apply the proceeds to reduction in the Customer's outstanding balance due under the Terms and Conditions.
- (f) The Guarantor(s) may withdraw the Guarantee and Indemnity by giving written notice to the Chief Financial Officer of the Supplier. The withdrawal will only be effective at the expiration of 7 days after receipt of the notice from the Supplier. The Guarantor remains liable for all monies now payable, or which may in the future become payable by the Customer to the Supplier, including interest and legal costs and disbursements incurred by the Supplier in the recovery of monies due and owing by the Customer to the Supplier or arising under the Guarantee and Indemnity up to the date the withdrawal becomes effective.
- (g) The customers must comply with these Terms and Conditions and government regulatory law requirements regarding provision of improper payments or benefits in the course of business including laws concerning bribery, facilitation payments, secret commissions, money laundering, and false or misleading accounting records.
- (h) Pacific Fertiliser reserves the right set-off against payments due to the Customer any amounts that the Customer owes the Supplier, notwithstanding anything else in these Terms and Conditions.

9. Privacy Disclosure and Consent

The Customer authorises, and gives consent to, the Supplier

- (a) Obtaining information about the Customer and the Customer's commercial credit worthiness from the Customer's bank and trade references disclosed in the Agreement for the purposes of assessing the commercial credit worthiness of the Customer including whether to accept as Guarantor the person(s) who sign the Guarantee and Indemnity.
- (b) Using, Disclosing and exchanging with other credit providers information about the Customer or the commercial credit worthiness of the Customer including whether to accept as Guarantor the person(s) who sign the Guarantee and Indemnity.
- (c) Disclosing to its solicitors or mercantile agents any credit report on the Customer obtained from a credit reporting agency.
- (d) The Customer must not disclose any information, except in confidence to the professional employees of the office, disclose any confidential information in regards to the Goods, Pacific Fertiliser's affairs or business methods and agreements.
- (e) The Customer must notify Pacific Fertiliser promptly in writing, of any changes to management, contact details, or ownership of the Customer.



GUARANTEE

IN CONSIDERATION of your Company, at the request of the person undersigned (collectively the Guarantor), agreeing to supply and/or continue to supply

Company/Producer/Name:

Guarantor:

Address: (the Guarantor).....

with goods and/or services from time to time (Agreement), the Guarantor, **JOINTLY AND SEVERALLY** agrees with your company as follows:

Guarantor

1. This undertaking is a continuing Guarantee to your Company for the whole of the Debtor's indebtedness or liability to your Company in respect of any Agreement, or upon any other account howsoever arising, notwithstanding any waiver or indulgences which your Company may give to the Debtor, from time to time, with respect to any default in the payment to your Company by the Debtor under any Agreement.
2. This Guarantee will continue and the Guarantor will remain liable to your Company under this Guarantee notwithstanding that the Debtor may be wound up and/or that any payment made to your Company by or on our behalf of the Debtor may subsequently be avoided by any statutory provisions or otherwise, and such payment will be deemed not to have discharged the Guarantor's liability under this Guarantee and in such an event the Debtor and your Company will be restored to the position in which each would have been and be entitled to exercise any rights which each would have had if such payment had not been made.
3. Even if the obligations of the Debtor in any Agreement is unenforceable by you for any reason, the Guarantor indemnifies you in respect of any loss incurred by you in respect of your entering (whether in the past or in the future) into any transactions with the Debtor contemplated by this Guarantee.
4. You will be at liberty without discharging the Guarantor from Liability under this Guarantee to grant time or other indulgence to the Debtor in respect of any Agreement and to accept payment from the Debtor in cash or by any means of negotiable instruments, and to treat the Debtor in all respects as though the Guarantor were liable as Debtors to your Company instead of being merely sureties for tile Debtor.
5. This Guarantee shall not be affected by your company altering the terms of any Agreement.
6. In order to give full effect to the provisions of this Guarantee the Guarantor WAIVES all rights inconsistent with such provisions and which the Guarantor might otherwise as sureties be entitled to claim and enforce.

7. Your Company may at any time and without giving any notice to the Guarantor refuse further credit or supplies of goods and/or services to the Debtor, and grant to the Debtor or to any drawers, acceptors or endorsers of Bills of Exchange , promissory notes or other securities received by your company from the Debtor, or on which the Debtor may be liable to your Company at any time, or other indulgences, and compound with the Debtor of them respectively without discharging or impairing the Guarantor's liability under this Guarantee.
8. This Guarantee will be enforceable against the Guarantor, notwithstanding that any negotiable or other securities referred to in this Guarantee, or to which it applies, will at any time of the proceedings being taken against the Guarantor, by this Guarantee be outstanding or in circulation or released.
9. Each Guarantor will be bound by this Guarantee even if the document is not valid or properly executed by any other Guarantor or if any other Guarantor is discharged.



The person(s) signing the Agreement on behalf of the Customer warrants that

(a) They have authority to sign on behalf of and to bind the Customer

(b) The information provided is true and correct

If one or more persons sign(s) the Guarantee and Indemnity, the Guarantee and Indemnity is enforceable against all parties signing, both jointly and severally, and shall be a valid and effectual Guarantee and Indemnity binding each and every person immediately upon signature.

Guarantor 1

Guarantor 2

Name in Full: **Name In Full:**

Address: **Address:**

Signature: **Signature:**

Date: **Date:**

Witness Name in Full: **Witness Name in Full:**

Signature: **Signature:**

Date: **Date:**