



GREAT FOODS GROUP PTY LTD

Suppliers of Quality Seafood, Meat, Poultry and Game

Credit Application Form

Type of Standard Account Requested:

7 day a/c from invoice date ≤\$1,000 **(complete Sections 1 & 2 only)**

14 day a/c from invoice date ≤\$1,000 **(complete Sections 1 & 2 only)**

30 day a/c from invoice date, **(MUST complete Sections 1, 2 & 3)**

NB: Credit limit requests > \$1,000 **(MUST complete Sections 1, 2 & 3)**

NB: Any variation to the standard accounts above will require approval by management, and may only be granted in exceptional circumstances

Other (please specify) - _____

Credit Limit Amount Requested (\$): _____

Office Use Only

Date sent to customer: _____

Customer Code (if known): _____

Sales Agent or A/c Mgr: _____

Credit Applications are subject to approval by Great Ocean Investments Pty Ltd ATF Great Ocean Foods (Coffs Harbour depot), herein referred to as the "company" in its absolute discretion.

On approval we will send you a Credit Application Approval Letter confirming acceptance of your application form and trading terms.

Please return the whole document by hand or post to the address below. Alternatively, this Form may be returned by fax on (02) 6638 9256.

To ensure your account is opened promptly, please ensure all relevant sections are completely accurately and in full.

Section 1: Customer Details

Business Details

Registered Legal Name: _____

Trading Name (if diff. to above): _____

Business Type: Company Partnership Sole Trader Other (specify e.g Trust) _____

ACN (for companies only): _____ ABN: _____

Business Address: _____ Suburb: _____ State: _____ Postcode: _____

Postal Address (if diff. to above): _____

Phone No.: _____ Fax No.: _____ Email: _____

Directors/Proprietors Details (all directors and proprietors to be listed – Please use a separate sheet if required)

Name 1:

Residential Address: _____ Suburb: _____ State: _____ Postcode: _____

Home Phone No.: _____ Home Fax No.: _____ Email Address: _____

Mobile No.: _____ Drivers Licence No.: _____ State Issued: _____ D.O.B : _____

Copy of Driver's Licence to be Supplied

Name 2:

Residential Address: _____ Suburb: _____ State: _____ Postcode: _____

Home Phone No.: _____ Home Fax No.: _____ Email Address: _____

Mobile No.: _____ Drivers Licence No.: _____ State Issued: _____ D.O.B: _____

Copy of Driver's Licence to be Supplied

Coffs Harbour Office: Great Ocean Investments **ABN:** 16 494 087 650, 34 Industrial Drive, Coffs Harbour NSW 2450

P: (02) 6516 2060 **E:** accountsreceivable.coffs@greatfoods.com.au

Sydney Office: Great Foods Group Pty Ltd **ABN:** 53 084 580 209

17 Yulong Close Moorebank NSW 2170

P: (02) 8999 3344 **E:** accountsreceivable.sydney@greatfoods.com.au

Section 2: Other Business Information & Trade References

Account Contact Details – person in charge of paying the accounts for the Business

A/C's Contact: Name: _____ Direct Phone No.: _____

Direct Email: _____

Other Business Information

Industry Name: _____ Date Business Established: _____

Length of time in business (current owners)/No. of employees: _____

Are the premises owned/leased? (please state owners/lessors name) _____

Please note: If you have less than 1 year experience in running a business of this type, please provide details of relevant experience or background of prior work.

Trade References (3 large industry suppliers who have been trading longer than 12 months, plus landlord (if applicable) and excluding suppliers on the attached list who DO NOT give trade references

Industry supplier 1 - Name: _____ Phone No.: _____

Industry supplier 2 - Name: _____ Phone No.: _____

Industry supplier 3 - Name: _____ Phone No.: _____

Landlord (if applicable) - Name: _____ Phone No.: _____

Other References & Bank Details

Bank Name: _____ BSB: _____ A/C No.: _____

Account Name: _____ Bank Contact: _____ Phone No.: _____

Warranty & Acknowledgement of Terms & Conditions and Credit Reference Authority

1. The Customer hereby applies for credit payment terms with the Company "Great Investments Pty Ltd ATF Great Ocean Foods (Coffs Harbour)".
2. The Customer warrants and represents that it has authority to enter into this Contract and that any person signing this Contract has been duly authorised to complete and execute this Contract for and behalf of the Customer.
3. The Customer acknowledges that it has read and understood the attached Terms and Conditions and that all goods are to be supplied in accordance with them. The Customer accepts the Terms and Conditions under which credit is offered and agrees to be bound by the Terms and Conditions. The Customer attests to the accuracy of the information supplied in this Credit Application Form as being true and correct.
4. The Customer agrees that any order made to the Company will be an offer to purchase goods in accordance with the Terms and Conditions and that the Terms and Conditions shall be the terms of any contract for the supply of any goods by the Company, even if credit terms are yet to be formally approved.
5. The Customer acknowledges that a facsimile copy of this Contract and carbon copies of invoices are just as binding as the original document/s thereof.
6. The Customer acknowledges that acceptance of these Terms and Conditions takes precedence over previous agreements between the Company and the Customer, but does not necessarily void such agreements.
7. The Customer acknowledges that the Company recommends that legal advice should be obtained by the Customer from its own counsel before signing this Application.
8. Where the Customer is a Trustee, the Customer shall be liable on the account, and in addition the assets of the Trust shall be available to meet payment of any monies due and owing to the Company; and I will not permit appointment of another trustee, the trust to be terminated, or property of the trust to be re-settled without the companies prior written consent.
9. The Customer warrants and represents to the Company that it is at the time of making this Credit Application, and will be at the time of all future dealings with the Company, solvent and able to pay its debts as and when they fall due.
10. I (the person signing below) warrant that I am duly authorised to complete and execute this Credit Application Form and Agreement for and on behalf of the Customer. If acting as trustee, I acknowledge I have properly performed my obligations to the beneficiaries.
11. I warrant that I am duly authorised by the Customer to sign this authorisation and hereby authorise a representative of the company to obtain an assessment from the above referees of the Customer's creditworthiness for the amount of the credit limit requested on page 1.

Signed for and on behalf of the Customer:

Full Name: _____

Full Name: _____

Signature: _____

Signature: _____

Position/Title: _____

Position/Title: _____

Date: _____

Date: _____

Name of Witness: _____

Name of Witness: _____

Signature of Witness: _____

Signature of Witness: _____

Date: _____

Date: _____

Section 3: Personal & Continuing Guarantee

(MUST be completed if a 30 day a/c is requested, or where credit limits requested are >\$1,000)

At my/our request and in consideration of Great Ocean Investments Pty Ltd ATF for Great Ocean Foods (Coffs Harbour depot) ABN 16 494 087 650 (herein referred to as the 'Company') having agreed to supply goods and services to and to give credit to:

(Registered Legal Name of Customer) _____

I/We _____

(Guarantor's Name/s – Name of the Individual providing the guarantee) being directors, trustee's proprietors or other duly authorized representative of the Customer, agree with the Company as follows:

1. To unconditionally and irrevocably guarantee, jointly and severally (if more than one guarantor), and be answerable and responsible to the Company for, the due and punctual payment by the Customer of all moneys for all such goods and services as the Company may from time to time supply and deliver to, or provide, at the Applicant's request. This guarantee shall bind my/our personal representatives, trustees, successors or assignees.
2. This guarantee shall be a continuing guarantee to the Company for the whole debt owed by the Applicant to the Company howsoever incurred, at any time and at any place and shall include costs incurred as a result of any breach committed by the Customer of the Company's Terms and Conditions. This guarantee shall not be affected by any payment of moneys, the Company granting time or any other indulgence to the Customer or any other person, the Company's failure or neglect to recover moneys, any lack of power on any director's part to give this guarantee, any director not executing this guarantee, or any other event, act or omission on the Company's part whatsoever.
3. All monies received by the Company from the Customer shall be taken and applied by the Company as payments to the Customer's account, without there being any deduction in respect of any claim arising under this guarantee. Such payments may include voidable transactions or other transactions not subject to this guarantee. My/our right to be subrogated to the Company shall not arise until the Company has received the full amount of their claims against the Customer.
4. The Company may at any time, at their absolute discretion, and without giving any notice whatsoever to me/us, refuse further credit or supplies to the Customer, or grant to it any other indulgence including the acceptance of any other security without discharging or impairing my/our liability under this guarantee.
- 5. In the event that the Customer defaults in the payment of monies owed to the Company, the Guarantor(s) hereby charges with the payment of the monies owed by the Customer to the Company all beneficial interests (freehold and leasehold) in land held now or in the future by the Customer and the Guarantor(s) and hereby authorise the Company to register a caveat protecting such right to payment over their property.**
6. This guarantee is a principal obligation and shall be enforceable against me/us notwithstanding that any other securities shall, at the time of proceedings being taken against me/us on this guarantee, be outstanding or that the moneys guaranteed are irrecoverable from the Customer.
7. No demand proceedings, actions, claims or suits shall be required by the Company against the Customer as a prerequisite to the Company making a claim against the guarantors under this guarantee.
8. No changes in the constitution of the Company shall impair or discharge my/our liability under this guarantee.
9. In order to give effect to this guarantee I/We declare that the Company shall be at liberty to act as though I/We were the Customer and I/We waive all and any of my/our rights as guarantor which may at any time be inconsistent with any of the above provisions and which I/We might otherwise be entitled to claim and enforce. I/We acknowledge that the enforceability of this guarantee will not be affected in any way by the failure of any person to sign this guarantee.

Name of Guarantor 1: _____ **Name of Guarantor 2:** _____

Guarantor's Position/Title: _____ Guarantor's Position/Title: _____

Guarantor's Address: _____ Guarantor's Address: _____

D.O.B: _____ D.O.B: _____

Guarantor's Phone No.: _____ Guarantor's Phone No.: _____

Guarantor's Signature: _____ Guarantors Signature: _____

Date: _____ Date: _____

Name of Witness: _____ **Name of Witness:** _____

Signature of Witness: _____ Signature of Witness: _____

Date: _____ Date: _____

Section 4: Terms & Conditions

Great Ocean Investments Pty Limited ("the Company") as trustee for Great Ocean Foods (Coffs Harbour depot) agrees to sell to the Customer the goods named in this document and the Customer agrees to purchase those goods subject to and in accordance with the following provisions:

General

1. Definitions

- 1.1 "Contract" means the contract constituted by the Terms and Conditions, together with any other document expressly incorporated into this document.
- 1.2 "The Company" means Great Ocean Investments Pty Limited as trustee for Great Ocean Foods.
- 1.3 "The Customer" means the Applicant named in section 1 of this document.
- 1.4 "Terms and Conditions" means these terms and conditions, which form part of the Contract

2. Entire Agreement & General Provisions

- 2.1 The Contract governs the trading relationship between the Company and the Customer. All sales made by the Company to the Customer shall incorporate these Terms & Conditions & these Terms and Conditions constitute the entire agreement between the parties, & no variation to these Terms and Conditions will be made or binding unless reduced to writing and signed by both the Company and the Customer or their duly authorised representatives, servants or agents.
- 2.2 The Contract shall prevail & take precedence over any document or verbal exchanges between the parties, any terms or conditions contained or referred to elsewhere or implied by trade custom, practice or course of dealing. The Customer agrees to the Contract irrespective of anything in any other document, unless the Company expressly agrees in writing with reference to the Contract.
- 2.3 Each party must do or cause to be done all things necessary or reasonably desirable to give full effect to the Contract & the transactions contemplated by it.
- 2.4 The rights & obligations of the parties under the Contract do not merge on completion of any transaction contemplated by the Contract.

3. Change in Ownership

- 3.1 The Customer undertakes to advise the Company in writing one month in advance of any intended change in ownership or control, including any change of directors, shareholding, unit holding or legal or beneficial interests, in the Customer or the Customer's business. The Customer acknowledges they remain liable for any goods & services they receive during periods of change in ownership or control, including any change of directors, shareholding, unit holding or legal or beneficial interests, in the Customer or the Customer's business. The notice advising the Company of the change is too clearly state the name of the new owners & the date & time the change in ownership will take place. In the event that the Customer engages a third party such as a solicitor, or a professional person or organisation, to handle the sale of their business, then the Customer authorises the Company to contact the third party for the purpose of confirming the particulars of the notice. The Customer must provide contact details of the third party to the Company as & when requested. Further, in the event that the Company will only be paid any amounts owing to it by the Customer from proceeds of sale of the Customer's business, then the Customer authorises the Company to contact the third party for the purpose of instructing them to hold a proportion of the sales proceeds equivalent to the amount owing to the Company at that time in the third party's Trust account. Once this directive is made in writing by the Company to the third party (a copy of which is to be sent to the Customer), it legally binds the third party to act on the Company's behalf & to pay out in full all amounts owing to the Company from the said Trust account.

4. Variations

- 4.1 The Company reserves the right to vary the Contract & its terms & conditions at its discretion.

5. No Waiver

- 5.1 The Company's failure to insist upon strict performance of any provision of the Contract shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Customer in performance or compliance of any of the Contract. A waiver of a right, power or remedy must be in writing & signed by the party giving the waiver.

6. Force Majeure

- 6.1 In the event that the Company is prevented from carrying out its obligations under the Contract as a result of any cause beyond its reasonable control such as but not limited to Acts of God, war, strikes, block-outs, flood & failure of third parties to deliver goods, the Company shall be relieved of, & will not be liable for any delay or failure to perform, any of its obligations & liabilities under the Contract for as long as such performance is prevented.

7. Severability

- 7.1 If any clause or part clause of these Terms & Conditions shall for any reason be declared or become unenforceable, invalid, illegal or otherwise incapable of enforcement for any reason whatsoever, that clause or part clause shall be deemed to be severed from these Terms & Conditions & of no force & effect, but all other clauses & parts of clauses shall nevertheless prevail & remain in force & effect to be valid & fully enforceable & no clause or part clause shall be construed to be dependent upon any other clause or part clause unless so expressed herein.

8. Privacy Act & Credit Reference Authorisation

- 8.1 The Customer acknowledges & agrees that the Company:

(a) Has informed the Customer that it may give information of the types set out in Section 18E (1) of the Privacy Act 1988 about the Customer to a credit reporting agency (Section 18E (8) (c)).

(b) May request & obtain a credit report from a credit reporting agency for the purpose of:

- Assessing the Customer's application for trade credit;
- Assessing whether to accept the Customer or guarantor in respect of credit provided by the Company;
- Collecting amounts that are overdue in respect of trade credit provided by the Company to the Customer.

(c) May use information obtained from any person, or body carrying on a business or undertaking involving the provision of information about the commercial creditworthiness of persons, that concerns the Customer's commercial activities or commercial creditworthiness, for the purpose of assessing the Customer's application for credit.

(d) Has received the Customer's authorisation to obtain any & all information it deems necessary from any source listed on the Company's Credit Application Form. The Customer hereby authorises each of the sources listed to supply the Company with such information necessary to assist in the consideration of creditworthiness of the Customer.

8.2 The Customer expressly authorises the Company to do all things described in clause 8.1 above.

9. Termination of Contract

9.1 The Company may terminate the Contract, without having to perform any of its obligations under the Contract, immediately by notice in the event the Customer:

- (a) breaches any clause of the Contract & such breach is not remedied within 7 days of written notice to the Customer;
- (b) materially breaches the Contract & the breach is incapable of remedy; or
- (c) becomes insolvent, or a liquidator, administrator, receiver or other controller is appointed over the Customer & its assets, or the financial position of the Customer, or some other fact or circumstance, leads the Company to believe on reasonable grounds that the Customer is likely to materially fail to complete its obligations under the Contract.

9.2 Termination of the Contract shall not relieve the Customer of:

- (a) its obligation to pay all money owed by it to the Company on any account whatsoever, & all monies shall be payable immediately notwithstanding the date for payment of the money which may not have arrived; &
- (b) liability arising from any antecedent breach of the terms of the Contract.

9.3 Upon termination of the Contract for any reason the Company:

- (a) may retain any monies paid by the Customer;
 - (b) charge a reasonable sum for goods & services supplied in respect of which no such amount has previously been charged & the Customer agrees to pay such charge;
 - (c) demand immediate repayment of all credit then outstanding to the Company;
 - (d) retake possession of all property of the Company in the possession of the Customer; &
 - (e) pursue any additional or alternative remedies provided by law.
- 9.4 The termination of the Contract is without prejudice to any rights which have accrued to a party before the date of termination.

10. Jurisdiction

- 10.1 These Terms & Conditions shall be governed by & construed in accordance with the laws of New South Wales, or at the option of the Company, the State or Territory of Australia in which the relevant products or services are being provided from or to. Each party submits to the non-exclusive jurisdiction of the courts of

that State or Territory.

Sale of Goods and Services

11. Orders & Delivery

- 11.1 Orders are subject to approval & acceptance by the Company in its absolute discretion. The Company may in its absolute discretion refuse to supply goods to the Customer without giving any reason for its decision.
- 11.2 Delivery shall be made to the Customer at the address provided to the Company by the Customer as set out in this document.
- 11.3 Delivery of goods will be accepted in writing by the Customer or its duly authorised representative, servant or agent by placing a signature upon this document & that signature shall constitute conclusive evidence of delivery to the Customer of the goods ordered in the quantity set out in this document. Where there is no signature on the document as a result of the Company following verbal instructions from the Customer to deliver the goods without signature, or delivering goods as a matter of routine without signature, then the notes written on this document by the Company's representatives shall constitute conclusive evidence of delivery.
- 11.4 The Company will use its best endeavours to deliver the goods in accordance with its estimated delivery dates. However, the Company does not warrant that it will deliver within this time frame.
- 11.5 The Company shall not be liable in any way whatsoever for any losses, costs, damages or expenses incurred by the Customer as a result of non-availability, non-delivery or non-supply of goods, purported late or late delivery by the Company to the Customer, or any failure to meet an estimated delivery date provided by the Company to the Customer & generally the time of delivery shall not be of the essence. In the instance where delivery is made to the Customer & no signature is recorded on this document & it has previously been agreed (whether verbally or in writing) between the Company & the Customer that no signature is required, the Company shall not be liable for any losses incurred by the Customer as a result of purported non-delivery or shortage of delivery.

12. Ownership and Risk

- 12.1 The risk in the goods shall pass to the Customer upon delivery or into custody on the Customer's behalf.
- 12.2 The Company remains the legal owner of the goods, with full legal title & property to the goods, until full payment has been made by the Customer to the Company for the goods.
- 12.3 If goods are sold by the Customer prior to payment for such goods then the proceeds of sale & any book debt resulting from such sale shall be the property of & shall be held in trust for the Company. The right to resell goods, title to which has not passed, may be revoked by the Company at any time.
- 12.4 While any monies are outstanding by the Customer, the Customer grants to the Company the free & uninterrupted right, without liability in trespass or otherwise, to enter any premises at which any goods, title to which has not passed, are situated & to uplift & take possession of such goods.
- 12.5 In the event that the Customer cannot prove that specific goods relate to invoices for which the Company has already been paid, the Company shall be entitled to assume that all stock in the premises supplied by the Company relates to invoices that are unpaid by the Customer.

13. Passing of Risk & Limitation of Liability

- 13.1 The Customer shall immediately upon delivery make an inspection of the goods. The Customer shall be deemed to have accepted the goods as to the quantity set out herein upon delivery. In the event that the Customer claims the goods are defective, spoiled or in any other way unfresh then such a claim must be communicated to the Company no later than 24 hours after delivery in writing & the goods must be made available to the Company for reinspection. If the Customer fails to notify the Company of a claim within 24 hours of delivery, the goods will be deemed to have been received & accepted by the Customer in merchantable & faultless quality & condition at the time of receipt & the Company will have no further liability whatsoever in relation to the goods.
- 13.2 Upon acceptance of delivery the Customer accepts any liability for loss damage or injury or any other consequences arising out of the use of the goods whether singularly or in combination with other products (for example the cooking process), & the Customer shall indemnify the Company from & against any & all claims, demands, obligations, causes of action, liabilities, expenses & damages which arise or relate to any alleged defects whatever latent or patent in the goods purchased.
- 13.3 Except as expressly provided to the contrary in this Contract & to the maximum extent permitted by law, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise, relating in any way to the supply of the Products under this Contract are excluded. Without limiting the generality of the preceding sentence, the Company will not be under any liability to the Customer in respect of any loss or damage (including consequential loss or damage & loss of profits) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of a negligent or willful act or omission of the Company or a failure or omission on the part of the Company to comply with its obligations under this Contract.
- 13.4 The Company's liability for loss & damages is limited, to the maximum extent permitted by law, to the sale price of the goods.
- 13.5 The Customer warrants that it has not relied on any term, condition, warranty, undertaking, or representation made by or on behalf of the Company which has not been stated expressly in this Contract or upon any descriptions or illustrations or specifications contained in any document.
- 13.6 The Customer covenants & agrees to release the Company, its successors & assigns, as well as its officers & agents from all actions, claims, demands & causes of action which they may have against the Company, its officers or agents in respect of, arising out of or resulting from the supply of the goods & services.
- 13.7 The indemnities & releases in the Contract are continuing obligations independent from the other obligations of the parties under the Contract & will continue after the Contract ends.

14. Fitness for purpose

- 14.1 The Company makes no warranty as to the fitness for purpose of its goods.
- 14.2 The Company shall be entitled to assign the benefit of these terms in its absolute discretion.

15. Storage and handling

- 15.1 The Customer will store & handle the goods as may be directed by the Company from time to time, or otherwise in accordance with State or Federal health regulations passed from time to time & inspect the goods for defect or spoilage both upon delivery & when the goods are defrosted.

Trade Credit & Payment

16. Payment

- 16.1 Payment must be made in accordance with the approved credit terms issued to you or as set out in this document or if not stated, within 7 days of delivery.
- 16.2 Interest on overdue invoices shall accrue from the date upon which payment is due pursuant to Section 100 (1) of the Civil Procedure Act 2005 & at the rate of interest prescribed by Section 36.7 of the Uniform Civil Procedure Rules 2005.

17. Collections Administration Fee

- 17.1 In the event that you default on making payment in accordance with clause 16.1 herein & the Company is required to commence legal proceedings to recover overdue & outstanding amounts, then it shall be entitled to charge to your account & recover from you a 'Collection Administration Fee' of \$750

18. Legal Proceedings

- 18.1 In the event that you default on making payment in accordance with clause 16.1 herein & the Company is required to commence legal proceedings to recover overdue & outstanding amounts then it shall be entitled to recover from you in addition to the interest determined in clause 16.2 above, its legal costs (including court & solicitor's fees), process service fees, search fees, debt collection agent's commission & any other cost associated with such legal proceedings
- 18.2 Interest on any judgement amount shall accrue pursuant to Section 101 of the Civil Procedure Act 2005 & at the rate prescribed by Section 36.7 of the Uniform Civil Procedure Rules 2005

19. Guarantors

- 19.1 The Company is entitled to full recourse to the Guarantors for any & all amounts outstanding including interest, legal & court costs & debt recovery costs as stipulated in clause 16.

20. Set Off

- 20.1 The Customer acknowledges that it has no right to set off, withholding or counter claim in respect of any monies which are or become payable by it under the Contract against any monies or claims which the Company may be liable for in connection with the Contract.

21. Notices

- 21.1 Any notice, request, demand, consent or approval sent pursuant to the Contract must be legible & in English addressed to the appropriate party & is deemed received:
 - (a) where posted, 3 business days from & including the date of postage;
 - (b) where delivered by hand, when delivered to the addressee; or
 - (c) where faxed, when received by the addressee or if receipt is on a non-business day or after 4.00pm (addressee time) then at 9.00am the following business day