

**MEAT BARN AUSTRALIA PTY LTD**  
ABN 61 129 387 079  
PO BOX 1068  
Telephone (03) 55 605 700 Fax (03) 55 605 799

**CREDIT APPLICATION**

TO: MEAT BARN AUSTRALIA PTY LTD ABN 61 129 387 079 (herein called "MBA")

**PARTICULARS OF CUSTOMER**

Full Legal name ..... ("the Applicant")  
Business Trading Name .....  
ABN Number..... Company A.C.N.....  
Business Address ..... Post code.....  
Postal Address..... Post code.....  
Address for Deliveries..... Post code.....  
Telephone No's: Business..... A/H ..... Fax..... Mobile .....  
Accounts Contact Person .....

**OTHER INFORMATION**

Names of Directors or Proprietors	Private Residential Address	Private Telephone No	Driver's License No	Date of Birth
(1).....				
(2).....				
(3).....				
Date of incorporation .....		State of Registration .....		
Registered address.....				
Who was your previous supplier? .....				
Your Landlord's Name .....		Lease Dates: from ..... / ..... / ..... to ..... / ..... / .....		
Your Accountant Name.....		Phone No .....		

Date commenced operating the business for which credit is sought: ..... / ..... / .....

Estimated monthly purchases: \$ per month Credit Limit sought: \$

**Bank Details**

Name of Bank	Branch	BSB	Account No
.....			

**Trade Account References** *(provide details for 4 referees with whom currently trading)*

Name	Contact Person	State	Phone No	Fax No
(1).....				
(2).....				
(3).....				
(4).....				

**AGREEMENT**

The Applicant applies to MBA for a (or a continuation of a) credit facility and, if written approval is given by MBA agrees to comply with MBA Terms and Conditions of Supply (set out overleaf) and agrees that MBA may withdraw further credit at any time without notice.

## **TERMS AND CONDITIONS OF SUPPLY FOR CREDIT ACCOUNT**

### **1 Delivery**

- 1.1 Delivery of the goods to the Applicant occurs when actually delivered by MBA, regardless of whether the Applicant accepts delivery.
- 1.2 Any time that MBA quotes for delivery is an estimate only.
- 1.3 MBA may cancel the order if it determines that it will be unable to deliver the goods within a reasonable time.
- 1.4 The Applicant shall have no claim against MBA and MBA shall not be liable if MBA cancels the order or fails to deliver (for any reason) the goods, or if there is a delay in delivery of the goods.

### **2 Credit Terms and Payment**

- 2.1 The Applicant must pay for the goods in full within fourteen (14) days after the date of invoice/statement of account.
- 2.2 MBA may require the Applicant to pay cash in full prior to delivery if in MBA's opinion the credit worthiness of the Applicant becomes unsatisfactory.
- 2.3 If the Applicant has not paid in full by the due date, MBA may:
  - a) charge the Applicant interest on the overdue monies from the date of delivery of the goods until paid in full. The interest rate may be set by without prior notice to the Applicant at such rate as MBA may from time to time determine.
  - b) pursue an action for the price of the goods for which payment has not been made, even though property in the goods remains with MBA
- 2.4 The Applicant must pay MBA in full for the goods delivered even if there was a delay in delivery of the goods or the Applicant disputes the quality, quantity or condition of the goods delivered.
- 2.5 The Applicant must pay to and indemnify MBA against all costs and expenses incurred by MBA in connection with:
  - (a) default by the Applicant under these Terms and Conditions.
  - (b) the recovery of any moneys due and payable but unpaid by the Applicant., and (c) the exercise or attempted exercise by MBA of any power conferred on it by these Terms and Conditions.

### **3 Risk**

The risk of loss or damage to the goods shall pass to the Applicant on delivery notwithstanding that legal title to the goods may not have passed at that time

### **4 Title**

- 4.1 Until the Applicant has paid for the goods in full and also paid all other monies due and payable to MBA by the Applicant, the property in the goods shall remain with MBA, the Applicant shall hold the goods as bailee and the Applicant shall store the goods in a way that clearly indicates MBA's title to the goods.
- 4.2 If the Applicant sells the goods to its customers the Applicant, in its position as a fiduciary, assigns to MBA the benefit of any claim against the customers and shall hold on trust and account to MBA for all proceeds of sale.
- 4.3 This clause shall apply even though MBA may give credit to the Applicant.

### **5 Right of Entry and Resale**

- 5.1 If the Applicant:
  - (a) (being a natural person) coMBAts an act of bankruptcy,
  - (b) (being a corporation) does anything which entitles anyone to apply to wind up the Applicant or an administrator or receiver or receiver and manager of the Applicant is appointed,
  - (c) breaches any of these Terms and Conditions, MBA may take possession of and resell the goods.
- 5.2 The Applicant authorises MBA to enter premises where the goods may be located to take possession of the goods. The Applicant indemnities MBA against all claims arising out of the entry by MBA to premises to take possession of the goods.

### **6 Return of Goods**

MBA will not be obliged to even consider accepting any goods returned by the Applicant or allowing any credit for them, unless a claim is notified in writing by the Applicant to MBA within 24 hours after MBA delivered the goods to the Applicant or the Applicant collected the goods, MBA has provided written approval for the return of the goods and the goods tendered for returned are accompanied by that approval and the goods are returned in the condition in which they were delivered or collected.

### **7 Notification**

The Applicant must notify MBA in writing within seven (7) days of:

- (a) any alteration of the name of the Applicant (if a corporation).
- (b) The issue of any legal proceedings against the Applicant..
- (c) the appointment of any provisional liquidator, liquidator, receiver manager or administrator to the Applicant;
- (d) any change in ownership of the business or business name of the Applicant.

### **8 Liability**

- 8.1 All conditions and warranties expressed or Implied by law, custom or otherwise are expressly excluded to the extent permitted by law. Where so permitted, the liability of MBA for a breach of a condition or warranty, that cannot be excluded, is limited, at MBA's option, to the replacement of the goods or the supply of equivalent goods, or the cost of replacing the goods or acquiring equivalent goods or the sum of twenty dollars, whichever is the lesser.
- 8.2 So far as the law permits, MBA shall not be liable for any loss which may be suffered by the Applicant for any reason, including, but not limited to, delay, negligence or any act, matter or thing done or permitted or omitted to be done by MBA.

### **9 Notice**

- 9.1 Any notice to be given by MBA or the Applicant to the other must be in writing and may be given by facsimile, post or hand delivered to the other's business address as last known to the party giving it.
- 9.2 A notice
  - (a) given by facsimile shall be deemed to be given on the business day following the day it is sent
  - (b) sent by prepaid post shall be deemed to be given on the business day following the day on which it was posted,

(c) delivered by hand shall be deemed given when delivered.

**10 Entire Agreement**

10.1 These Terms and Conditions constitute the entire agreement between MBA and the Applicant for the supply of goods by MBA. Any

10.2 The Applicant acknowledges that neither MBA nor anyone purporting to act on its behalf has made any representation or given any promise or undertaking which is not expressly set out in writing, whether as to the fitness of the goods for any particular purpose or any other matter.

10.3 MBA may alter these Terms and Conditions..

(a) without notice if done so at the request of the Applicant, or the Applicant is in default of any of these Terms and Conditions.,

(b) in any other case, on giving seven (7) days prior written notice to the Applicant.

**11 Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of Victoria and MBA and the Applicant submit to the jurisdiction of the Courts of that State. Any legal action in relation to these Terms and Conditions or arising out of the supply of goods by MBA to the Applicant shall be conducted in Victoria.

**PRIVACY ACT AUTHORITY**

**1 Acknowledgment and consent that credit information may be given to a credit-reporting agency.**

The Applicant understands that section 18E(8)(c) of the Privacy Act ("Act") allows MBA to give a credit reporting agency certain personal information about the Applicant which the Applicant authorises MBA to do. The information, which may be

- such permitted particulars about the Applicant which allows the Applicant to be identified; the fact that the Applicant has applied for credit and the amount;
- the fact that MBA is a credit provider to the Applicant;
- that payments have become overdue more than 30 days and that collection action has commenced;
- advice that payments are no longer overdue;
- that cheques drawn by the Applicant have been dishonoured more than once,
- in specified circumstances, that in MBA's opinion the Applicant committed a serious credit infringement; and
- the credit MBA provided to the Applicant has been discharged.

**2 Authority to obtain certain information.**

- The Applicant authorises MBA to obtain from a credit reporting agency a credit report containing:
- personal credit information about the Applicant for the purpose of assessing this application in accordance with s. 18K(l)(b) of the Act., and
- personal information about the Applicant for the purpose of collection of overdue payments in respect of this application in accordance with s.18K (l)(h) of the Act.

**3 Authority to exchange information with other credit providers.**

in accordance with section 18N(l)(b) of the Act, the Applicant authorises you to give to and obtain from the credit providers named in this application; and in a credit report issued by a credit reporting agency or a commercial reporting agency respectively information about the Applicant's credit arrangements including the Applicant's credit worthiness, history or capacity that credit providers are permitted to exchange under the Act. The purposes for which this information may be used include:

- assessing the Applicant's application for credit;
- notifying other credit providers of a default by the Applicant;
- assessing the Applicant's credit worthiness; and
- assessing the Applicant's position if the Applicant falls into arrears with other credit providers.

**SIGNATURE**

**PLEASE READ THIS BEFORE SIGNING**

*If the Applicant is a company, a director of the Applicant must sign, and warrants that he/she binds the Company. If the Applicant is a partnership, a partner must sign, and he/she warrants that he/she binds the Partnership. If the Applicant is an individual person, that person must sign.*

Signature ..... DATE ..... / ..... / .....

Full name of Director/ .....  
Partner/individual .....

Witness (sign here) .....

Full Name of Witness .....

**OFFICE USE ONLY**

Comments .....

Approved By: (sign): \_\_\_\_\_ Date ..... / ..... / .....

Approved Credit Limit: \$ \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Letter of Approval Sent on: \_\_\_\_\_ Date ..... / ..... / .....

## GUARANTEE AND INDEMNITY

### PLEASE READ THIS FIRST

- *It is only necessary to complete this Guarantee if the Applicant is a company.*
- *This Guarantee must be completed, if the Applicant is a company, by all of its directors.*
- *If the Applicant already owes money to MBA, this Guarantee is given both for what is already owing and for what will become owing in future.*

TO: MEAT BARNS AUSTRALIA PTY LTD (called 'MBA' in this Guarantee)

In consideration of MBA at our request agreeing to supply or continue to supply goods and services to

..... ("Applicant")  
(insert full name and ACN of company customer)

(1).....

(2) .....

(3) .....

(insert each name and address of each guarantor)

Hereby agree with MBA as follows:

1. We guarantee the punctual payment to MBA of all money which is now or in the future owing to MBA by the Applicant in connection with the supply of goods and services by MBA to the Applicant and interest payable on that money ("Guaranteed Money")
  2. We will pay to MBA immediately MBA demand that we do any amount of the Guaranteed Money which the Applicant has not paid by its due date.
  3. We agree that:
    - (a) this document is a continuing Guarantee for the whole of the Guaranteed Money;
    - (b) our liability for the Guaranteed Money is joint and several;
    - (c) MBA may act against each one of us as though we were the principal debtor in place of the Applicant; and
    - (d) we waive all our rights as surety, which are inconsistent with this document.
  4. Our obligations and liabilities under this document are not affected by:
    - (a) any agreement between MBA and the Applicant being wholly or partly unenforceable
    - (b) any release of the Applicant by MBA;
    - (c) any variation to the amount or the terms on which MBA provide credit or of any agreement between MBA and
    - (d) MBA granting any time to pay or other indulgence to the Applicant,
    - (e) negligence or mistake by MBA;
    - (f) MBA taking discharging dealing with or losing any security for the Guaranteed Money;
    - (g) MBA refusing to *Supply* further goods or services to the Applicant
    - (h) anything else which might prejudice or discharge our liability under this document.
  5. Any one of us may only revoke our guarantee for further transactions by giving prior written notice forwarded by prepaid post addressed to MBA at its registered office in Victoria and such notice shall only take effect one month after it has actually been received by MBA.
  6. All dividends and other payments received by MBA from the Applicant (whether in liquidation or otherwise) shall be taken and applied as MBA as payments in gross and the right of any one of us to be subrogated to MBA shall not arise until MBA have received the full amount of the Guaranteed Money.
  7. This Guarantee will render each of us liable to reimburse MBA for any monies which MBA may have to pay or elect to pay to any liquidator or administrator of the Applicant.
  8. This Guarantee shall bind each of us and take effect as a deed immediately that we sign it, regardless of whether or not others who we [may have understood were to sign this Guarantee', including any persons named above) actually ever do so.
- In accordance with S. 18K(1)(c) of the Privacy Act, I authorise MBA to obtain from a credit reporting agency, a credit report containing personal information about me to assess whether to accept me as a guarantor for credit applied for, or provided to, the Applicant. I agree that if MBA approve the Applicant's application, this authorisation remains in force until the credit facility covered by the Applicants application ceases.

### GUARANTOR\*

### INDEPENDENT WITNESS

.....  
Guarantor's Signature      Full Name (Print). Date

.....  
Witness's Signature      Full Name (Print).. Date

.....  
Guarantor's Signature      Full Name (Print). Date

.....  
Witness's Signature      Full Name (Print) Date

.....  
Guarantor's Signature      Full Name (Print). Date

.....  
Witness's Signature      Full Name (Print).. Date

**Do NOT put the Common Seal of the company Applicant here. The Guarantee must be signed by the Individual directors. The witness must be fully independent. The witness cannot be an employee or representative of MBA, or another Guarantor.**