



Euronatural Fine Foods Pty Ltd

40 . 46 Weippin Street
Cleveland Queensland
4163 Australia

ABN – 89 111 926 311

euronatural
FINE FOODS

CONFIDENTIAL CREDIT APPLICATION

THE CUSTOMER - (Applicant) (BLOCK LETTERS please)

Full Trading Name							
ABN . 11 or 14 characters							
Sole Trader		Partnership		Pty Ltd.	Ltd.	Trustee or Nominee Company	
Name of Company/Person(s) owning business							
Date business commenced				Bank		Branch	
Business Address				State		Post Code	
Postal Address:				State		Post Code	
Business Telephone ()				Fax	()		
Delivery Address (if different)							
Accounts Department Contact							
Email Address							

PROPRIETOR (S) OR DIRECTOR (S):

(i)	Full Name				
		Surname		Given Names	
	Full RESIDENTIAL Address			Telephone Number ()	

(ii)	Full Name				
		Surname		Given Names	
	Full RESIDENTIAL Address			Telephone Number ()	

TRADE REFERENCES (Note: Three references must be provided)

Company Name	Full Business Address	Telephone: ()
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(i)		Average Monthly Purchases \$
(ii)		Average Monthly Purchases \$
(iii)		Average Monthly Purchases \$

TRADING TERMS

To acknowledge please tick the appropriate box

<input type="checkbox"/>	CREDIT ACCOUNT: 7 Day E.O.M.
<input type="checkbox"/>	COD ACCOUNT: Please note, where orders are required immediately delivery COD will apply to the first 3 orders.
<input type="checkbox"/>	IF YOU ARE AN EXISTING EURONATURAL CUSTOMER Please nominate NAME: Customer No:

TERMS & CONDITIONS OF SALE

Types of Accounts:

- C.O.D.** - C.O.D. accounts must pay for order at time of delivery
7 Day E.O.M. - 7 Day EOM accounts must be paid for by the seventh (7) day of the month following delivery of product

The customer acknowledges and agrees that this contract to supply goods to the Customer is subject to the approval for credit, and further that:

1. If payments are not made on time Euronatural Fine Foods Pty Ltd (Euronatural) may refuse to supply further goods or may require that all good be paid for, in full, prior to time of supply
2. Euronatural may from time to time place a limit on the amount of credit available to the Customer
3. The Customer indemnifies Euronatural against all costs and expenses incurred by Euronatural in recovering money owed by the Customer to Euronatural
4. The Customer consents to Euronatural making enquiries as to the credit and financial situation of the Customer and further consents to the collection and use of any information obtained as a result of those enquires, including information disclosed in this Application for Commercial Credit, as Euronatural may reasonably require for the provision of credit to, or the collection of debt from, the customer, including without limitation:
 - a) passing information on to a credit reporting agency
 - b) passing the information to a debt collector
 - c) obtaining further personal information relating to the Customer from another body and using such information subject to the provisions of the Privacy Act 1998(Cth)
5. The Customer declares that as at the date of this credit application the Customer Is solvent and able to pay its accounts according to normal trading terms;
6. If the Customer is acting as a trustee of any trust, then the Customer declares that it is making application both in its own capacity and as trustee for the trust.

Orders

7. Any order for the supply of goods placed by the Customer with Euronatural is deemed to be an order incorporating these terms and conditions. If there is any inconsistency between these terms and conditions, and the terms and conditions stipulated or referred by the Customer's order, these terms and conditions shall prevail.

Price

8. Unless Euronatural agrees in writing, the price payable for the goods shall be Euronatural's then current price at the date of delivery which is subject to change without notice.

Payment

9. The Customer shall pay for the goods at the address specified on Euronatural's invoice within the payment terms stipulated on Euronatural's statement of account and associated documentation in respect of same.

Default

10. The customer shall be in default if:
 - a) Payment in full is not made by the due date;
 - b) The customer, being a corporation other than a publicly listed company, suffers a change in its majority control - whether by change in its voting shareholders or by a change in its directors; or
 - c) The Customer, being an individual, commits an act of bankruptcy, enters into an arrangement or composition with his creditors, calls a meeting of creditors or signs an authority under the Bankruptcy Act or any execution is levied against its property; or
 - d) The Customer, being a corporation, suffers the appointment of a controller, administrator, receiver, receiver and manager, provisional liquidator or liquidator, receives a statutory demand or has winding up proceedings initiated against it, calls a meeting of creditors or proposes an arrangement or composition of debts or any execution is levied against its property.
11. In the event of default Euronatural will (without the obligation to give any notice to the Customer and in addition to any other rights it may have) be entitled to:
 - a) Charge interest on all amounts owed by the Customer to Euronatural at the rate of 1% per month calculated daily from the due date for payment until payment is made in full,
 - b) All recovery costs including without limitation any costs payable to recovery agents and legal costs arising directly or indirectly from the Customer's default;
 - c) Payment for all purchases made by the Customer from Euronatural, the payment of which would otherwise not have been then due and payable;
 - d) Terminate or suspend delivery of any order which is the subject of any other sale between Euronatural and the Customer, and
 - e) Treat the Customer's default as repudiation of any existing contract for the purchase of goods and recover any unpaid sum plus interest and recovery costs from the Customer by way of liquidated damages.

Delivery

12. Any claim by the Customer that the goods were wrong, defective, or short delivered must be notified to Euronatural in writing and any wrong or defective products must be returned to Euronatural within one (1) business day after delivery. If the Customer fails to notify or return goods within one (1) business day following the delivery, the Customer will be bound to accept the goods and Euronatural shall be discharged from any liability in respect of the goods being wrong, defective or short delivered.
13. Any goods returned to Euronatural must be returned by the Customer on a freight pre-paid basis and Euronatural may determine whether there are reasonable grounds to allow a credit for the value of the goods.
14. Every effort will be made to deliver the goods within the time of times agreed upon, but any time quoted for delivery is an estimate only and failure to deliver by that time shall not constitute breach of contract. Euronatural shall not be liable for any loss or damage howsoever arising as a result or consequence of any delay in delivery or any failure to deliver. The Customer shall be relieved of any obligation to accept or pay for goods by reason of any delay in delivery.
15. Delivery shall occur when the goods are first left with the Customer or at the premises of the Customer or at any other nominated by the Customer and agreed by Euronatural. Euronatural shall not be required to obtain the Customer's signature as a proof of delivery. All the risk in the goods passes to the Customer upon delivery.
16. Goods must be stored by the Customer in accordance with all relevant statutory food hygiene requirements or notified by Euronatural.

TERMS & CONDITIONS OF SALE

Title to Goods

17. Notwithstanding anything to the contrary in these terms and conditions express or implied property in the goods shall remain with Euronatural and title shall not pass to the Customer until Euronatural has received payment in full for the goods and the Customer has discharged in full all sums owing on all its accounts with Euronatural under any contract made with Euronatural.
18. If the payment is made by way of cheque, title in the goods shall not pass to the Customer until the cheque has been honoured.
19. Until the goods are paid in full, the Customer shall hold the goods as a trustee for Euronatural.
20. In the event of an act of default by the Customer, the Customer (without prejudice to Euronatural's full rights and remedies to retake possession of the goods from the Customer and recover the debt in full) hereby agrees to deliver up to Euronatural upon demand, and consents to Euronatural entering premises in which the goods are stored and retaking possession of, those goods for which the Customer has not paid.

Certificates

21. In the absence of obvious error, Euronatural's written records in relation to a delivery of goods shall be conclusive evidence of the type and quantity of goods delivered and the date and time of delivery.
22. In the absence of obvious error, certification from an authorised representative of Euronatural shall be conclusive evidence of the amount owed for the goods.

Exclusion of Warranties

23. All warranties and conditions whether express or implied by statute, the common law, equity, trade custom or usage or otherwise which would, but for this clause effect the duties, liabilities or obligations of Euronatural to the Customer under any contract are hereby expressly excluded to the maximum extent permitted by law.
24. Except as otherwise provided in these terms and conditions and to the extent permitted by law. Euronatural shall not be liable to the Customer for any loss, damage or injury sustained by the Customer or any other person for loss or damage to property or person whatsoever and arising (whether in contract, tort or otherwise) directly out of or in consequence of any supply, failure to supply or delay in supply of the goods by Euronatural including, without limitation, loss of products or profit or liability to third parties.
25. Any warranty implied as a matter of law which cannot be excluded restricted or modified, is to the extent permitted by law limited to the replacement of the goods. Payment of the value of the goods or allowing a credit for the value of the goods at Euronatural's discretion.
26. Any description of the goods contained in the order or invoice is given by way of identification only and the use of such description shall not constitute contract of sale by description.

GST

27. If Euronatural makes any taxable supply to the Customer pursuant to these terms and conditions, then the amount payable for that taxable supply by the Customer is to be regarded as a GST exclusive amount. In addition to the amount payable for taxable supply, the Customer shall also pay the amount of GST payable in respect of the taxable supply upon the same date as payment for the taxable supply is due. Expressions used in this clause have the same meanings as when used in the A New Tax System (Goods and Services) Tax Act 1999 (as amended)

Miscellaneous

28. Any provision of these terms and conditions which is void, voidable, illegal or unenforceable must to the extent possible be read down to be valid, legal and enforceable, and if this is not possible, such provision shall be severed from the remainder of the document and such provision shall not affect the validity, legality or enforceability of the remaining provisions.
29. Euronatural reserves the right to vary these terms and conditions by notice to Customer in writing. Such notice shall be delivered or sent by prepaid mail to the Customer's address and (in the case of mail) shall be deemed to have been given two days after such notice was mailed.
30. In these terms and conditions the singular shall include the plural and vice versa and a reference to a gender will include all genders.
31. These terms and conditions shall be read and construed in accordance with the law of the State of Queensland and Euronatural and the Customer agree to submit to the jurisdiction of the courts and tribunals of that State.
32. in these terms and condition:
 - a) "Euronatural" means Euronatural Fine Foods Pty Ltd and includes of its related body corporate (as defined in the Corporation Act 2001 (Cth) as has agreed to supply the goods to the Customer and includes each company's transferees, successors and assigns.
 - b) "the Customer" means the person or the company whose name and address is set out in this application for commercial credit and includes its legal representatives, administrators, successors, and permitted assigns.
 - c) Where any party consists of more than one person or entity, or any obligations bind more than one person or entity, such persons or entities shall be jointly and severally bound and liable.
 - d) "the Goods" means the goods supplied by Euronatural to the Customer.

PERSONAL GUARANTEE

In consideration of Euronatural's agreeing to supply the Customer from time to time with goods on credit, we the Guarantors, HEREBY JOINTLY AND SEVERALLY agree:

1. we hereby unconditionally, irrevocably, jointly and severally guarantee to Euronatural the punctual payment of any or all amounts and indebtedness now due or to become due by the Customer to Euronatural and the punctual performance of all obligations of the Customer to Euronatural, including payment of any interest, recovery fees or other amounts arising from any default by the Customer.
2. This guarantee shall be a principal obligation of the guarantors and is not collateral or ancillary to any other agreement. Euronatural may at its election enforce the terms of the guarantee whether or not Euronatural is pursuing any claim against the Customer.
3. This guarantee shall be a continuing unlimited guarantee and shall not be effected by:
 - a) Any change in the constitution of the Customer;
 - b) Euronatural obtaining a judgement against the Customer;
 - c) The liability of the Customer ceasing for any cause;
 - d) Any security held or taken by Euronatural to secure the Customer's obligations being void defective or informal;
 - e) The acceptance by Euronatural of a repudiation of the credit agreement by the Customer;
 - f) Euronatural making any variation or alteration to the terms of the credit application and shall extend to any amount payable by the Customer by way of damages or otherwise and whether payable under the credit agreement or by any action taken by Euronatural.
 - g) The guarantor ceasing to be a director or shareholder of the Customer.
 - h) The death or incapacity of any Customer or Guarantor
4. Until Euronatural receives all moneys payable by the Customer has carried out all its obligations under this agreement the guarantors will not be entitled to prove or claim in the insolvent estate of the Customer in competition with Euronatural so as to diminish any payment which but for such proof Euronatural would be entitled to receive out such estate and the receipt of any payment which Euronatural may receive from such estate shall not prejudice Euronatural's right to recover from Guarantors the full amount payable under this Guarantee.

5. No demand or notice needs to be made or delivered to the Guarantors prior to the commencement of any action against them to enforce the terms of this Guarantee.

TERMS & CONDITIONS OF SALE

6. If Euronatural releases any guarantor from its obligations under this Guarantee of if this Guarantee otherwise ceases to bind for any reason any Guarantor as a continuing security, this Guarantee shall continue to bind every other Guarantor not so discharged from its obligations under this Guarantee.
7. The Guarantors charge any interest they have at the date of this guarantee or acquire after the date of this guarantee in any real or personal property, and the Guarantors acknowledge Euronatural's right pursuant to the security hereby given to lodge a caveat on any real estate in which they have or acquire such an interest, and the Guarantors further agree to execute a mortgage in favour of Euronatural upon request by Euronatural and to do or cause to be done all such things as are necessary to give effect to the security hereby given.
8. The Guarantors acknowledge and agree that Euronatural may:-
 - a) Seek from a credit reporting agency a credit containing personal information about each of the Guarantors in order to assess whether to accept them as guarantors for credit applied for or provided to, the Customer and
 - b) Give to and seek from any credit provider named in any credit report issued by a credit reporting agency information about the credit arrangements of the Customer or the Guarantors. This information may include any information about the credit worthiness, credit standing, credit history or credit capacity of the Customer or the Guarantors of the nature that credit providers are allowed to give or receive from each other the Privacy Act 1988.
9. A statement by Euronatural or signed by any person duly authorized from time to time by Euronatural shall be conclusive evidence that the amount stated therein is owing by the Customer to Euronatural.
10. As a separate and independent agreement and for the consideration aforesaid the Guarantors agree with Euronatural that in the event the whole or any part of any debt of the Customer shall not be recoverable from the Customer by reason of any legal limitation, disability or incapacity on or of the Customer or by reason of any other fact or circumstance whatsoever and whether known to Euronatural or not, the Guarantors shall nevertheless hold Euronatural fully indemnified at all times against any loss or damage which Euronatural may suffer or incur by reason of the operation of such limitation, disability, incapacity, fact or circumstance.
11. In this Guarantee the singular shall include the plural and vice versa and a reference to gender will include all genders.
12. This Guarantee shall be read and construed in accordance with the laws of the State of Queensland and Euronatural and the Guarantors agree to submit to the jurisdiction of the courts and tribunals of that State.
13. In the event that any provision of this Guarantee or its application to any person or circumstance is or is found to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not effect the validity or enforceability of other provisions of this Guarantee or the application of such provisions to any persons or circumstances and the said other provisions shall remain in full force and effect.
14. Euronatural's address shall be care of 27 Neumann Road Capalaba Qld 4157 unless another address is provided to the Customer by the particular company to which the Customer applies for credit or from which the Customer obtains credit.

SIGNED AS GUARANTOR: _____