

Application for Commercial Credit Account

Trading Name:

Entity/Legal Name:

A.B.N:

Business Address:

Postal Address:

Registered Office: (If different from Business Address)

.....

.....

Business Property Owned Leased Share Farming

Phone: Fax: Mobile:

Email Address: Account Contact Name:

Business Structure: (Please mark appropriate box)

Public Company Private Company Trust Partnership Sole Trader.

Full Name and Private Addresses of Principals/Directors/Trustees (where individuals):

.....

.....

.....

.....

Name of Bank: Branch:

BSB: Account Number:

Names and Fax Numbers of three (3) credit references (Major Suppliers - Not Financial Institutions):

1) Fax:

2) Fax:

3) Fax:

Credit Terms and Conditions

Terms and conditions upon which Maralong Pty Ltd ABN 78 065 150 063 T/A Philp Brodie Grains ("PBG") may supply goods and services on credit to the Applicant ("Customer"):

1. Where a customer comprises of more than one person, each person is jointly and severally liable under these terms and conditions.
2. The Customer agrees to strictly comply with these Terms and Conditions and must pay: -
 - (a) For goods and services supplied by PBG within 30 days from end of week of delivery or utilisation of the goods or service; and
 - (b) All other charges, fees, or damages as specifically agreed within a contract entered into between the Customer and PBG.
3. PBG may vary terms and conditions by written notice to the Customer. Such notice may be delivered or sent by prepaid mail, or facsimile and (in the case of mail) shall be deemed to have been given five working days after such notice is mailed. The Customer will be deemed to have accepted the varied terms and conditions, by ordering any goods or services from PBG after receiving a notice of variation.
4. All prices quoted to the customer are exclusive of GST.
5. PBG may at any time suspend the supply of any goods and services to the Customers without reason.
6. Any claim against PBG for non delivery, short supply, or, damage must be made:
 - (a) for bulk deliveries, at the time of delivery, or as soon as practicable.
 - (b) all other goods or service within 5 working days from the time of delivery.
 - (c) if any charge is in dispute, the Customer must pay all charges appearing on the invoice in accordance with clause 2 pending an investigation by PBG in relation to the claim.
7. The Customer must not assign or transfer any credit facility granted by PBG to the Customer.
8. PBG may at any time and without notice to the Customer set off the whole or part of any debt or liability of PBG to the Customer of whatsoever nature against any debt or liability of the Customer to PBG of whatsoever nature and notwithstanding the terms and conditions of any other agreement between PBG and the Customer including the terms and conditions upon which PBG and the Customer incurred their respective debts or liabilities.
9. If the Customer fails to pay PBG in keeping with the terms and conditions of this agreement, or fails to comply with any obligation in respect of any Agreement entered into at any time with PBG, then PBG may: -
 - (a) suspend credit provided to the customer and the balance of the account shall immediately become due and payable without further demand.
 - (b) demand payment by notice of any: -
 - (i) goods delivered and, or, services provided and not invoiced.
 - (ii) contractual damages due to PBG.
 - (c) withhold the delivery of products, goods and services previously ordered.
 - (d) should the account or any part thereof is not paid by the due date, demand and recover interest on all overdue amounts at the rate of 3% per annum in excess of the National Australia Bank 90 day bank bill rate from time to time. Interest will be payable on all overdue amounts calculated on a daily basis from the date of due payment until the outstanding amount is satisfied.
 - (e) charge the customer for all monies, charges, costs and expenses of any attempt made by PBG, their agents or legal representative, to recover payment of any monies owing by the customer to PBG.
10. The proper law of these terms and conditions and any transaction contemplated by them, shall be governed by the law of the state of Queensland. The Customer agrees that any proceedings arising hereunder may be instituted and determined by a Court of competent jurisdiction in Toowoomba or Brisbane.

These terms and conditions will remain in force until the credit facility covered by the application ceases or all credit provided by PBG to the Customer has been paid in full (whichever is the latest to occur) irrespective of whether the credit provided is different from that contemplated or requested by the Customer pursuant to this application.

Authority to obtain and disclose Private Information **The Privacy Act 1988**

The National Privacy Principles encompassed within the above legislation, apply to all Creditors and regulates all personal information collected, in this instance by Philp Brodie Grains (we/us). Initially the act regulated information collected and held by government institutions. In 2001 the act was extended to the private business sector in respect of individuals (you) making application for consumer and commercial credit or where providing a guarantee and indemnity. Effectively, the act requires we provide you with a transparent guide on how and what information can be obtained and disclosed.

NATIONAL PRIVACY PRINCIPLES

What personal information can we obtain and how do we use it?

Any personal information collected will be regulated under the National Privacy Principles that applies to us.

The personal information collected by us may be used to: -

- Process your application for credit;
- Verify your identity
- Assess your creditworthiness and your ability to make payments; and
- If you are a guarantor, assess your suitability as a guarantor for the obligations of the borrower under the credit arrangement.

We may contact the credit/trade referees and any professional person that you name in the credit application.

We may exchange information about you with a credit-reporting agency (see below).

We will keep the information in the credit application or guarantee and indemnity for the duration of the credit relationship with us.

What information can be disclosed and when?

The Act allows and, in some instances, requires we pass some information that we hold about you to a credit-reporting agency. This may occur should we request information from a credit-reporting agency or should you default under a credit agreement. This may include the following information: -

- Any personal information provided on the application for credit.
- The fact that you have applied for credit and the amount.
- The fact that PBG is a current credit provider to you.
- Payments, which become overdue more than 60 days and for which collection action has commenced.
- Advice that payments are no longer overdue.
- Cheques drawn by you, which have been dishonoured more than once.
- In specified circumstances that in PBG's opinion you have committed a serious credit infringement.
- That credit provided to you by PBG has been paid or otherwise discharged.
- PBG may give this information before, during or after the provision of credit to you.

Authority to obtain and disclose Private Information cont.
The Privacy Act 1988

If you do not agree to the Privacy Acknowledgment and Consent, we may not be able to properly assess the application and it may be rejected.

AGREEMENT

I/We confirm having read the details of the requirements of the Privacy Act that form part of this document, and in keeping with clause 1 of the terms and conditions of this application, warrant that all individuals' party to the application, give their consent that you may obtain and disclose such information as specified
 I/We certify that the information provided is true and correct and;
 I/We have the authority to apply for and commit the applicant(s) and
 I/We agree to abide by the Terms and Conditions as set out on this form.

PLEASE NOTE. All individuals of a partnership or Trustees of a Trust should endorse below.

INDIVIDUAL / PARTNERSHIP/TRUST

Date:

APPLICANT(S) NAME (Please Print):	APPLICANT(S) TITLE:	APPLICANT(S) SIGNATURE:

COMPANY

Date

Executed by		(Print Company Name in accordance with the Corporations Law)
Director (Signature)	Director/Company Secretary (Signature)	
(Print Name)	(Print Name)	