



FARANDA FRESH MARKET GARDEN PTY LTD

ABN 46 259 177 346

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PO Box 598 Corina QLD 4152
U1/47 Collinsvale Street Rocklea QLD 4106

APPLICATION FOR CREDIT

PLEASE COMPLETE & FAX TO **07 3277 8222**

www.farandafresh.com.au

1. APPLICANT DETAILS

(Please circle) Corporation / Company / Sole Trader
/ Personal Applicant / Franchise / Partnership

Account / Trading name:

Registered company / Business name:

ACN:

ABN:

Registration date:

Registration #:

Holding company name (if applicable):

Holding company ABN:

Registered business address:

Postal address (if different):

Phone:

Fax:

Email:

CREDIT LIMIT REQUIRED:

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2. PROPRIETORS/DIRECTORS DETAILS

DIRECTOR ONE – FULL NAME:

Private address:

Phone:

DIRECTOR TWO – FULL NAME:

Private address:

Phone:

Details of further Proprietors/Directors should be separately listed and forwarded with the application.

Faranda Fresh requires the Proprietors/Directors to sign the personal guarantee and indemnity contained in Part 4 of this application.

3. TRADE REFERENCES

REFERENCE ONE – COMPANY NAME:

Phone:

Fax:

Contact:

REFERENCE TWO – COMPANY NAME:

Phone:

Fax:

Contact:

REFERENCE THREE – COMPANY NAME:

Phone:

Fax:

Contact:

ORIGINAL SIGNED DOCUMENT MUST BE RETURNED

INITIALS:

APPLICATION FOR CREDIT

CREDIT APPLICATION TERMS & CONDITIONS

1. PARTIES

Faranda Fresh is the credit provider. 'You' are the person named as applying for credit.

2. WHEN CREDIT IS AVAILABLE

Credit will not be available until an application for credit form is completed, returned and approved by Faranda Fresh, and all proprietors/directors have signed a personal guarantee and indemnity, as required by Faranda Fresh. Written acknowledgement of Faranda Fresh credit approval will be forwarded to you.

3. INFORMATION ABOUT YOU

You authorise Faranda Fresh to make any inquiries and to obtain from, exchange with and disclose to, any person, credit provider, credit reporting agency or other source authorised under the Privacy Act 1988 (Cth) any information about you and your credit history, credit worthiness and credit standing. This includes for Faranda Fresh to assess your credit application and in connection with collecting overdue payments. You agree to give Faranda Fresh any information Faranda Fresh reasonably requests in connection with the credit application and any credit provided or to be provided from time to time, and authorise Faranda Fresh to verify all information.

4. AUTHORITY TO CHARGE

You agree that the following documents will be used by Faranda Fresh to invoice and raise a debt to your credit account:

- a) Your written or facsimile order form; or
- b) any other form, document, or statement approved by Faranda Fresh.

5. GST

If GST is or becomes payable in respect of any supply made under or in connection with these credit terms, the payment for that supply shall be increased by an amount equal to the GST payable so that the supplier retain the amount it would have retained but for the imposition of GST. However, no additional amount is payable under this clause until the supplier has issued a tax invoice to the recipient for that supply. You will be responsible for all taxes and levies whatsoever, whether arising under a State or Commonwealth law including without limitation income tax, payroll tax, group tax, fringe benefits tax or similar tax, that may apply to you arising from purchases from Faranda Fresh as described in Part 4 of these terms and conditions.

6. WHEN PAYMENT IS DUE

You must pay each and every invoice raised to your credit account in full without set-off, counter-claim or deduction. Each payment is due fourteen (14) days from invoice date, or as approved in writing by Faranda Fresh.

7. PAYMENT METHODS

Payment of your account made in accordance with the invoice statement.

8. DISHONORED PAYMENTS

Any payment not honored by the given financial institution and previously credited to your account will be subsequently re debited, as will any additional charges incurred by Faranda Fresh in relation to any payment dishonour and will be considered a debt outstanding to Faranda Fresh.

9. DEFAULT

You are in default of these credit account terms and conditions if any one or more of the following occurs:

- a) you breach any of Faranda Fresh' sale/trade terms conditions applying to you from time to time; or
- b) you do not pay Faranda Fresh a due amount by the due date (or a payment is not honored by the given financial or credit card institution); or
- c) a representation by you or another person to Faranda Fresh relating to the application or any credit is or becomes untrue or misleading; or
- d) any proceedings are commenced by any person for your bankruptcy, winding up or liquidation; or
- e) you are or you become insolvent; or
- f) any of your creditors appoints a receiver or administrator or enforces a security interest against your assets.

10. CONSEQUENCES OF DEFAULT

If you are in default, Faranda Fresh may do any one or more of the following:

- a) declare all outstanding amounts under the credit facility to be immediately due and payable (in which case they are payable on demand);
- b) charge interest on any outstanding amounts, calculated daily on reducing balance;
- c) terminate this credit facility by written notice to you, and refuse to honour any "authority to charge" issued by you or on your behalf;
- d) institute proceedings against you without written notice to recover any unpaid debt.

11. YOUR INDEMNITY

You indemnify Faranda Fresh, and must pay to Faranda Fresh on demand, the amount of all loss, liability, cost and expense suffered or incurred by Faranda Fresh arising from your default, including, but not limited to, Faranda Fresh reasonable enforcement expenses and for Faranda Fresh subsequent recovery of the debt.

NOTICE OF DISCLOSURE OF YOUR CREDIT INFORMATION TO A CREDIT REPORTING AGENCY (Privacy Act 1998)

Under the Privacy Act 1998 (C'wlth), as amended from time to time, a supplier may give a credit reporting agency personal information about your credit application. This information Includes:

1. Your name, date of birth, address, employers and drivers licence number.
2. The fact that you have applied for credit and the amount.
3. The fact that Faranda Fresh is a current credit provider to you.
4. Payments overdue more than 60 days, and for which collection action has commenced.
5. Advice that payments are no longer overdue.
6. Cheques drawn by you that have been dishonoured more than once.
7. In specified circumstances, that in the opinion of Faranda Fresh, you have committed a serious credit infringement.
8. That credit provided to you by Faranda Fresh has been paid or otherwise discharged.