



CREDIT APPLICATION



Thank you for your request to become a Credit Customer of East 33 Limited. This Credit Application & Agreement (the "Application") must be **fully completed**, signed and returned via email info@east33.sydney, by you (the "Applicant") before your credit request will be considered.

Please note that all fields are mandatory. If left blank, your credit application may not be processed.

Applicant / Business Details

The Applicant(s) Business/Trading Name:

Registered Company Name (if applicable):

New Account Existing Account

Bus. Registration No.:

ABN: ACN:

Registered Office Address:

Suburb: State: Post Code:

Billing Address: As Above

Suburb: State: Post Code:

Shipping Address: As Above

Suburb: State: Post Code:

Phone: Email:

Website:

Accounts Payable Name: Accounts Payable Email:

Accounts Payable Phone: Email address for invoices:

Corporate Structure (tick appropriate)

Proprietary Limited Public Company Incorporated Body Trustee Sole Trader Partnership

Applicants Financial Details

Business Premises: Owned Mortgage Leased Date Business Commenced:

Bank: Branch: Phone:

Have you ever been bankrupt or assigned your estate for the benefit of creditors or been the director of a company placed into external administration/liquidation? Yes No





Credit Account Request

Annual Turnover last year: \$
Annual Turnover this year: \$
Anticipated spend per week: \$

Terms: 7 days Other
 From invoice date. (By written approval only)

Do you hold any other accounts with East33 Farming and/or CMB Seafoods? Yes No

Trade/Business References The Applicant must be a credit customer of these referees and must supply all details.

Company Name:	Phone:	Email:
1		
2		
3		

**Trade references must be supplied. If details of Trade references are omitted, Credit will be refused.*

Office Use Only

Channel:	Sub channel:
Date Received:	Received by:
Credit amount approved: Yes No	
Credit limit approved: \$	Credit Terms approved: Days
Date Approved:	Approved by:
Account created or amended: Yes No	
Date created or amended:	Created or amended by:
Applicant notified:	
Trade References Notes / Other Notes:	



Terms and Conditions

Definitions:

- "East 33" means East 33 Limited, its subsidiaries, its successors and assigns or any person on behalf of with the authority of East 33 Limited;
- "Applicant" shall mean the Applicant and, if more than one, all parties named as Applicant, as described on the Credit Application requesting credit per the Terms and Conditions contained herein, whom after acceptance and approval, if granted, of the Credit Application by East 33, shall be known as the Buyer;
- "Application" means the Credit Application in which these Terms and Conditions are incorporated;
- "Buyer" shall mean the Buyer (or any person acting on behalf of and with the expressed or implied authority of the Buyer) as described on the Invoice, Order form or any other form as provided by East 33 to the Buyer;
- "Credit Limit" means the credit limit notified to the Applicant from time to time;
- "Goods" means Goods and/or services supplied by East 33 to the Applicant/Buyer and are as described on the Invoice, Delivery Docket, Order form or any other form provided by East 33 to the Applicant/Buyer;
- "Guarantee" means any guarantee and indemnity given by another person in favour of East 33 guaranteeing the obligations of the Applicant to East 33 and the payment of all monies.

General

East 33 Limited is the parent company, whilst this application and all correspondence is issued in the name of the related subsidiary company selected by the applicant, East 33 Limited, as the parent company, reserves all rights to act on behalf of the subsidiary entity and enforce the obligations of the Applicant pursuant to this Application and all monies owing, without limitation.

Acceptance

1. The Applicant agrees that the Order or purchase of Goods from East 33 shall constitute acceptance of the Terms and Conditions contained herein. These Terms and Conditions shall be incorporated into every subsequent agreement for the purchase of Goods from East 33 by the Applicant unless specifically varied or excluded in writing by East 33 and supersede any contrary terms and conditions of the Applicant.
2. Where more than one Applicant has entered into this agreement, the Applicants will be jointly and severally liable for all payments.
3. The Applicant must inform East 33 in writing within seven (7) days of any change of business details or corporate structure, including any persons appointed to buy on behalf of the Applicant.
4. All agreements between East 33 and the Applicant shall be deemed to have been entered into in the State of NSW and shall be construed according to the laws of the State of NSW.
5. East 33 reserves the right to request that the Applicant updates their Credit Application information every two (2) years as requested and as a result some changes may be made to the details of your credit account. Refusal may result in withdrawal or suspension of your credit facility pursuant with item (1)(6) of the "Default" clause detailed in these Terms and Conditions.
6. East 33 reserves the right to amend or vary the terms from time to time by giving written notice to the Applicant of the changed Terms and Conditions.
7. Any indulgence, latitude or extension of time which East 33 may show toward the Applicant in relation to any of the provisions of the agreement or any matter or thing relating thereto or arising from shall not prejudice or interfere with East 33's rights under the agreement and shall not be claimed to constitute a waiver thereof.

Payment

1. The Applicant acknowledges and agrees that unless otherwise agreed in writing each invoice is payable by the due date stipulated on the Invoice.
2. Payment will be made by direct deposit, cash, by cheque or by bank cheque or any other method agreed with the prior written consent of East 33.
3. Receipt by East 33 of any form of payment other than cash shall not be deemed payment until such time as the payment has been honoured, cleared or recognized.
4. The Applicant shall not be entitled to set off against or deduct from any amount due to East 33 any sums owed or claimed to be owed to the Applicant by East 33 without the express permission of East 33.

Delivery of Goods

1. At East 33's sole discretion delivery of the Goods shall take place when:
 1. The Buyer takes possession of the Goods at East 33's address;
 2. The Buyer takes possession of the Goods at the Buyer's nominated address (in the event that the Goods are delivered by East 33 or East 33's nominated carrier);
 3. The Buyer's nominated carrier takes possession of the Goods in which event the carrier shall be deemed the Buyer's agent;
2. The failure of East 33 to deliver the Goods shall not entitle either party to treat this agreement as repudiated.
3. East 33 shall not be liable for any loss or damage whatsoever due to failure by East 33 to deliver the Goods (in full or in part) promptly or at all.
4. The Buyer shall identify and provide a written report, within 24 hours of acceptance on delivery, any claim for any spoiled or damaged Goods or shortage in quantity. East 33 reserves the right to inspect and determine to what extent and how the claim, if accepted, will be remedied. If the Buyer fails to comply with these provisions the Goods shall be presumed to be free from defect and compliant with the Delivery Docket/Invoice.

Force Majeure

East 33 shall not be responsible for cancellation or delay in delivery or performance resulting from causes beyond its reasonable control, including, but not limited to: acts of God; strikes or other labour disturbances; equipment failure; delays in transportation; inability to obtain fuel, material or parts; war; acts of terrorism; riot; epidemics; floods; fires; unusually severe weather conditions; accidents; or other contingencies the non-occurrence of which was a basic assumption on which the purchase order was made.

Privacy

1. East 33 Limited may, in assessing the Application, obtain personal information and seek from a credit reporting agency or other credit provider information about the Applicant's credit arrangement and the Applicant understands that this information may include the Applicant's credit worthiness, credit history or credit capacity that the credit providers are allowed to give or receive pursuant to the Privacy Act and Privacy Amendment Act.
2. The Applicant and/or the Guarantor(s) agree that East 33 may exchange information about the Applicant and the Guarantor(s) with those credit providers either named as Trade References by the Applicant or named in the consumer credit report issued by a Credit Reporting Agency for the following purposes:
 1. Assess an application by the Applicant; and/or
 2. To notify other credit providers of a default by the Applicant; and/or
 3. To exchange information with other credit providers as to the status of this credit account, where the Applicant/Buyer is in default with the other credit providers; and/or
 4. To assess the credit worthiness of the Applicant and/or Guarantors
3. The Applicant consents to East 33 being given a credit report to collect overdue payment on commercial credit (section 18K91)(h) Privacy Act 1988).
4. East 33 may give information about the Applicant to a credit reporting agency for the following purposes:
 1. To obtain a consumer credit report about the Applicant; and/or
 2. Allow the credit reporting agency to create or maintain a credit information file containing information about the Applicant.
5. The applicant agrees that personal credit information may be retained and used by East 33 for the following purposes and the other purposes as shall be agreed between the Applicant and East 33 or required by law from time to time:
 1. Provision of Goods; and/or
 2. Marketing of Goods by East 33, its agents, or distributors in relation to the Goods; and/or
 3. Analysing, verifying and/or checking the Applicant's credit, payment and/or other status in relation to the provision of Goods; and/or
 4. Enabling the daily operation of East 33's account and/or the collection of amounts outstanding in the Applicant's account in relation to the Goods.

Please Initial:



Default

1. A Default exists when:
 1. The total outstanding balance exceeds the Credit Limit;
 2. Any monies are paid after the Due Date;
 3. The Applicant ceases or suspends conduct of its business, or threatens to;
 4. The Applicant is deceased, goes into bankruptcy, commits an act of bankruptcy or, if the Applicant is a partnership, dissolves the partnership;
 5. An administrator, liquidator, provisional liquidator, receiver and/or manager, or any other form of insolvency administrator is appointed to the control and manage any or all of the Applicant's business or assets.
 6. The Applicant refuses or fails to provide updated Credit Application when requested by **East 33** in accordance with provisions of the item (5) of the "Acceptance" clause detailed in these Terms and Conditions.
2. **East 33** reserves the right, and at its sole discretion, to refuse, suspend or withdraw the applicant(s) credit facilities at any time in the event that the applicant is in breach of these Terms and Conditions and/or that invoiced payments are not made in full within the period stipulated on the Invoice.
3. Following suspension/cancellation of the credit limit taking effect all moneys owing to **East 33** for Goods supplied and invoiced shall be due and payable immediately. Any purchases and deliveries supplied after cancellation or suspension of the account shall be paid on terms of cash on delivery, the variation of which is at the sole discretion of **East 33**.
4. The applicant agrees to indemnify **East 33** against all costs in the recovery of overdue invoices. These costs may include, but are not limited to, legal fees.
5. The Applicant acknowledges and agrees that Interest is payable on all overdue accounts and will be calculated from the due date until paid. Interest is to be calculated in accordance with the NAB QuickBiz Overdraft variable interest rate, or its replacement, until paid in full.
6. **East 33** reserves the right to charge a dishonour handling fee at the rate \$30.00, where a payment is dishonoured.

I/We, the undersigned, acknowledge that the information provided within this application has been read and understood by me/us, and I/we declare that all the information is true and correct in every detail and I/we acknowledge that if credit is given, credit will be provided in reliance upon the information supplied by me/us herein.

Signature:

Signature:

Full Name (print):

Full Name (print):

Position/Title (1):

Position/Title (2):

Date:

Date:

Mobile (1):

Mobile (2):

Drivers Licence (1):

Drivers Licence (2):

Guarantee and Indemnity (Must be completed where applicant is a company)

In consideration of East 33 Limited entering into an agreement to provide credit and/or services to the applicant/customer, the Guarantor(s) named below and I/we, being Director/s or other authorised officer/s of the applicant/customer named in the application for credit herein, hereby guarantees to East 33 Limited by execution of this application on behalf of the applicant/customer the due and punctual payment pursuant East 33 Limited's payment terms and conditions contained in the above terms and conditions and I/We shall not be released from liability under this Guarantee otherwise than by the payment in full of the moneys payable by and the performance and observance of all of the obligations of the applicant/customer under these terms and conditions of trade. This Guarantee shall be continuing and shall not be discharged by the winding up of the customer and shall bind the successors and legal personal representatives of the Guarantor.

DATED the:

Day of:

20

Full Name and address of Guarantor:

(printed name and address of Guarantor1)

(signature of Guarantor1)

in the presence of:

(printed name and address of witness1)

(signature of witness1)

Full Name and address of Guarantor:

(printed name and address of Guarantor2)

(signature of Guarantor2)

in the presence of:

(printed name and address of witness2)

(signature of witness2)

