



ACN: 639 410 361 **ABN:** 31 941 910 619
 Basfoods International Pty Ltd, 423 Victoria Street, Brunswick, VIC, 3056. **Ph:** (03) 9381 1444 **Fax:** (03) 9381 1799
admin@basfoods.com.au

APPLICATION FOR TRADING ACCOUNT

Please complete all sections and return to Basfoods International Pty Ltd either via mail, email, fax or handing to your sales rep. All applications will be processed within 5 business days.

SECTION 1: APPLICANT DETAILS

Legal Entity Name	<input type="text"/>				
Trading Name	<input type="text"/>				
ACN:	<input type="text"/>	ABN:	<input type="text"/>		
Type of Entity (Please Tick)	Sole Trader	Partnership	Company	Other	If Other, please specify
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Is Applicant carrying on business as the trustee of any Trust?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
If yes, please specify name and ABN of Trust	<input type="text"/>	ABN:	<input type="text"/>		
Type of Business	<input type="text"/>	Date Business started	<input type="text"/>		
Registered Address	<input type="text"/>				
Delivery/Trading Address	<input type="text"/>				
Contact Numbers	<input type="text"/>	Fax	<input type="text"/>		
Phone	<input type="text"/>	E-mail	<input type="text"/>		
Mobile	<input type="text"/>	Phone No. (if different to above)	<input type="text"/>		
Contact person for Orders	<input type="text"/>	Phone No. (if different to above)	<input type="text"/>		
Contact person for Accounts	<input type="text"/>		<input type="text"/>		
Bank/Branch Address	<input type="text"/>				
BSB	<input type="text"/>	Account No:	<input type="text"/>		
Name of Accountant	<input type="text"/>				
Contact:	<input type="text"/>	Phone No:	<input type="text"/>		

SECTION 2: DIRECTORS/PARTNERS/INDIVIDUAL DETAILS

Name	<input type="text"/>	D.O.B:	<input type="text"/>
Residential	<input type="text"/>	D/Lic No:	<input type="text"/>
Address	<input type="text"/>	D.O.B:	<input type="text"/>
Name	<input type="text"/>	D/Lic No:	<input type="text"/>
Residential	<input type="text"/>	D.O.B:	<input type="text"/>
Address Name	<input type="text"/>	D/Lic No:	<input type="text"/>
Residential	<input type="text"/>		
Address	<input type="text"/>		

SECTION 3: TRADE REFERENCES

Name	<input type="text"/>		
Phone No:	<input type="text"/>	Fax No:	<input type="text"/>
Name	<input type="text"/>		
Phone No:	<input type="text"/>	Fax No:	<input type="text"/>
Name	<input type="text"/>		
Phone No:	<input type="text"/>	Fax No:	<input type="text"/>

TERMS AND CONDITIONS

SECTION 4: PRIVACY

4.1 Consent to collection, use and disclosure of information

The Applicant and the Guarantor consent to Basfoods International Pty Ltd collecting and using personal information of or relating to the Applicant and the Guarantor for the purpose of:

- (a) assessing this application and the credit worthiness of the Applicant and the Guarantor;
 - (b) to the maximum extent permitted by Law, assisting Basfoods International Pty Ltd in the exercise of its rights against the Applicant or the Guarantor, including the right to enforce payment of any amount payable by the Applicant or the Guarantor to Basfoods International Pty Ltd whether under this Application or otherwise, and
 - (c) any other lawful purpose required by Basfoods International Pty Ltd
- and Basfoods International Pty Ltd may disclose that Personal Information to any person considered reasonably appropriate by Basfoods International Pty Ltd to achieve any such purpose, including disclosing such information to a Credit Reporting Agency.

4.2 Credit Report

To the extent Basfoods International Pty Ltd considers it relevant to assessing the Applicant's application for commercial credit set out in this Application, the Applicant and the Guarantor agree to Basfoods International Pty Ltd obtaining from a Credit Reporting Agency a Credit Report containing the Personal Information of or relating to the Applicant and/or the Guarantor.

4.3 Additional Information

The Applicant must promptly provide Basfoods International Pty Ltd with such documents and information as Basfoods International Pty Ltd may request for the purpose of assisting Basfoods International Pty Ltd in assessing this Application.

4.4 Change of Details

The Applicant must notify Basfoods International Pty Ltd immediately on any material change to the Applicants business or contact details, including (without limitation) any change of address, trading name, ownership or effective control. The Applicant agrees to indemnify Basfoods International Pty Ltd against any loss, damage, cost or expense incurred as a direct result of the Applicants failure to promptly notify Basfoods International Pty Ltd of such changes.

4.5 Lack of Account Activity

If the Buyer does not submit a Purchase Order to Basfoods International Pty Ltd for a period of 12 consecutive months, then the Buyer will be required to re-apply for a trading account.

SECTION 5: CREDIT REQUIREMENTS

\$ Credit Limit requested

5.1 Conditions of Ongoing Credit

- (a) All overdue invoices bear interest at 1% (or maximum allowed by law) per month or part thereof (or maximum allowed by law) on unpaid balance. There is also a returned payment fee (currently \$35 Plus GST) for any declined cheques/automatic withdrawals.
- (b) In the event of default of payment when due, all costs of collection, including legal fees and court costs, shall be paid by the applicant.
- (c) Failure to pay your account may mean a suspension of your credit facilities.

5.2 Warranty

The Applicant represents and warrants that at the date this Application is submitted to Basfoods International Pty Ltd and for each day that credit is provided to the Applicant, the contents of this Application are complete, true and correct in every particular and are not misleading or deceptive in any way.

5.3 Notification by Applicant

The Applicant must immediately notify Basfoods International Pty Ltd in writing as soon as it becomes aware of any matter or thing which renders or may render the contents of this Application or any item described in clause 6.1 incomplete, untrue, incorrect, misleading or deceptive.

5.4 Acceptance or Rejection of Application

Basfoods International Pty Ltd may in its absolute discretion accept or reject this Application and is under no obligation to provide reasons if rejected.

5.5 No guarantee of continuing credit

The Applicant acknowledges and agrees that Basfoods International Pty Ltd may at any time withdraw or withhold credit from the Applicant, or alter the Applicants credit limit.

5.6 Payment Terms – Buyer

Payment for goods shall be made by the Purchaser to Basfoods International Pty Ltd within 30 days of the date of the invoice. If payment is not received in accordance with these payment terms, Basfoods International Pty Ltd at its option may suspend delivery of any goods ordered by the Purchaser. Any invoices that remain unpaid at 60 days will attract an interest charge at the rate of 12 per cent per annum, invoiced monthly.

5.7 Payment Terms – New Trader

The Applicant agrees that the initial three (3) purchases and delivery of goods placed will be paid on a COD basis. After the initial three orders, a commercial 30 day trading account will be offered as per clause 5.6. The initial credit limit will be an average of the first 3 orders, but will be reviewed on an ongoing basis.

SECTION 6: RETURNS POLICY

6.1 Notice of Return

Basfoods International Pty Ltd shall not be liable in any way whatsoever for any defect in any goods dispatched to the Purchaser or collected by or on behalf of the Purchaser from the premises of Basfoods International Pty Ltd unless the Purchaser gives written notice to Basfoods International Pty Ltd specifying the nature of any claim within a period of 7 days from the date of receipt of goods.

6.2 Inspection of Goods

Replacement stock or a credit note will only be approved following inspection of returned goods by the Basfoods International Pty Ltd warehouse and provided the terms and conditions contained within this document have been met.

6.3 Right to reject claim

Basfoods International Pty Ltd reserves the right to reject a claim for a credit note or replacement stock if the returned item(s) are out of date, or have been mishandled or stored in inappropriate conditions by the Purchaser.

6.4 Credit notes

The Purchaser shall not deduct the amount of any anticipated credit from any payment due to Basfoods International Pty Ltd but must await receipt of a credit note.

6.5 Retention of Title

- (a) The Applicant acknowledges and agrees that ownership of the goods delivered by Basfoods International Pty Ltd remains with Basfoods International Pty Ltd until such time that payment is received in full.
- (b) For the avoidance of any doubt, the security interest(s) created by this instrument in favour of the Supplier constitutes security interests pursuant to the Personal Property Securities Act 2009.
- (c) The Guarantors waive any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the Personal Property Securities Register.

6.6 Receipt of Goods

The Purchaser agrees to sign all invoices upon receipt of goods. The Purchaser further agrees that any staff member working in an official capacity are also able to sign for deliveries.

SECTION 7: GOVERNING LAW

The laws of the State of Victoria shall apply to the Terms & Conditions and the parties submit to the exclusive jurisdiction of the Courts in the Central Business District at Melbourne.

SECTION 8: AUTHORITY TO USE A CREDIT CARD (OPTIONAL)

I being the person responsible for the following card, give Authority to Basfoods International Pty Ltd to use the below mentioned card as of the signed date below, to reduce my balance to zero, and transfer the debt card at the end of each month.

I understand that I can stop this Authority at any time.

I understand that I need to have sufficient funds available to allow the transactions to go through, without rejections due to insufficient funds.

I understand that my card will only be used for the clearance of my accounts, and my personal information will only be accessible to the staff member who will be processing the payments, and that my information will be locked away securely when not in use.

Signed Dated Customer Trading Name

..... Customer Account Number

.....

Type of Card VISA MASTERCARD Name on Card AMEX

.....

Card Number _____ Expiry Date

___/___

SECTION 9: CORPORATE TRUSTEE

Where the Applicant makes this application as a Trustee, it warrants and declares that it has the power and authority to make and execute this Credit Application and all the rights of indemnity which it now has or may have in the future or may otherwise have against the property of the Trust of which it is a Trustee or beneficiary or both, have not been modified or excluded as a result of any act, matter or document made or executed by it or as a result of any breach of fiduciary duty or in any other way. It warrants and declares further that it has not released and shall not release in the future and shall not cause or permit to be released, lost or diminished in any manner whatsoever, any such rights of indemnity.

NAME OF TRUSTNAME OF TRUST DEED

NAME OF TRUSTEENAME OF SETTLOR

ADDRESS OF TRUSTEEBENEFICIARIES OF TRUST

SECTION 10: SIGNATURE OF APPLICANT

The Applicant applies to Basfoods International Pty Ltd (ABN 31 941 910 619) ("Basfoods International") for credit. The Applicant acknowledges receipt of and accepts the present standard Terms and Conditions and acknowledges that the Terms and Conditions may be changed by Basfoods International from time to time.

I/We warrant that I am/we are authorised to sign this Credit Application on behalf of the Applicant and that the Applicant agrees to the terms and conditions set out in this Application:

Applicant – Company **Applicant – All Other**

Executed by the Applicant in accordance with Section 127(1) of the Corporations Act 2001 (Cth):

Signed: Director 1

Signed (1)

Name (please print)

Name (please print)

Date

Date

Signed: Director 2/Company

Signed (2)

Secretary Name (please print)

Name (please

Date

print) Date

OFFICE USE ONLY

Approved by:

Credit Limit

Date