Efficiency delivered.

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CREDIT APPLICATION FORM

Please complete and return all 3 pages

Applicants Trading Name: _____

Applicants Registered Business Name: _____

Applicants Australian Business Number (ABN): _____

Delivery Address: _____

_____

Mailing Address: _____

_____

Business Contact Name: _____

Email: _____

Business Contact Ph: _____ Mobile Ph: _____

Accounts Payable Name: _____

Accounts Payable Ph: _____ Accounts Payable Email: _____

Principal Business Activity: _____

Number of years trading: _____

Business Type: ☐ Registered Company ☐ Partnership ☐ Sole Trader

Directors/Principals names and personal addresses:

Name: _____ Personal Address: _____

Ph: _____ Drivers License No. _____

Name: _____ Personal Address: _____

Ph: _____ Drivers License No. _____

Name: _____ Personal Address: _____

Ph: _____ Drivers License No. _____

ACCOUNTANT DETAILS:

Name: _____ Ph: _____

Monthly Credit Required: _____

References (Minimum of 3 References Required)

Company Name: _____ Contact Name: _____

Ph: _____ Trading Terms: _____

Company Name: _____ Contact Name: _____

Ph: _____ Trading Terms: _____

Company Name: _____ Contact Name: _____

Ph: _____ Trading Terms: _____

Authorisation:

1. The Applicant hereby applies for credit with Atmos Foods on the basis of the information supplied above. The Applicant certifies this information is true and correct.
2. In consideration of Atmos Foods granting credit to the Applicant, the Applicant confirms that they have received a copy and agree to be bound by the Terms of Trade Agreement attached to this credit application which may be amended by Atmos Foods from time to time.
3. The Applicant authorises Atmos Foods, for the purpose of this application, to collect and retain information about the Applicant and to enquire of all persons referred to in the above application regarding the contents of the application.
4. The Applicant authorises Atmos Foods, for the purpose of processing this application, to furnish a third party (such as a credit agency) with details of this application and any subsequent dealing the Applicant may have with Atmos Foods as a result of this application being approved by Atmos Foods.
5. The Applicant confirms that the person signing this application is duly authorised to sign on behalf of the Applicant.

Name of person signing - Application on behalf of

Applicant: _____ Signature: _____

Position: _____ Date Signed: _____

Note: Must be a Director/Principal or authorised Department Head/Manager if the Customer is a registered company or a Partner if the Customer is a partnership and an authorised signatory in all other cases.
Privacy declaration: the information requested in this form is required by Atmos Foods for the purpose of processing your credit application. If the information is not provided your application may not be processed. For the purpose of processing your credit application the information disclosed by you will be disclosed to the credit referees nominated by you, our legal advisors, and collection agent and to an authorised credit rating agency used by Atmos Foods.
The Information provided in this form will be kept in a secure manner by Atmos Foods.

TERMS OF TRADING AGREEMENT

1. The Customer hereby warrants that the information comprised in the First Schedule hereto is true, accurate and correct and is supplied and for the purpose of obtaining credit.
2. The Customer warrants that the person/persons who have signed this agreement are duly authorised by the customer to apply for credit on behalf of the Customer and to execute this agreement on behalf of the customer.
3. The Customer agrees to comply with and abide by the terms and conditions of this agreement.
4. The Customer agrees that they are not entitled to any credit facilities until they have received notice in writing ("the notice") from the Supplier stating that credit facilities have been given and specifying the terms and conditions upon which such credit facilities are given. Until the customer receives such notice in writing from the supplier any goods that are supplied by the supplier to the Customer shall be on the basis of cash on delivery.
5. The parties agree that in the event of the supplier, prior to approving credit, grant to the Customer time to pay for any goods supplied then such supply shall not amount to a waiver by the Supplier of any of the terms of this Agreement nor to be constructed or to be taken either directly or by implication as a granting by the Supplier of credit facilities to the Customer and no credit facilities shall be granted unless so stated in the notice.
6. In the event of the supplier granting credit facilities to the customer then the following shall apply:
   (i) Payment of all accounts is required by due date that has been approved in the terms of trade.
   (ii) That should the Customer default in the payment of any monies due under this Agreement then all monies due to the Supplier shall immediately become due and payable and shall be paid by the customer within SEVEN (7) days of demand and the Supplier shall be entitled to charge interest at the rate of 15% per centum per annum on all overdue accounts from the due date until the date of actual payment.
   (iii) Any expenses, costs or disbursements incurred by the Supplier in recovering or attempting to recover any outstanding monies including debt collection agency fees and solicitors costs shall be paid by the customer providing that those fees do not exceed the scale charges as charged by that debt collection agency/solicitor and in any event the commission is not to exceed 18% of the debt value, plus out of pocket expenses.
   (iv) The Supplier shall be entitled without notice to terminate any credit arrangement with the Customer in the event of the Customer defaulting in any of the terms and conditions herein contained.
   (v) The Supplier shall be entitled at any stage during the continuance of this Agreement to request such security or additional security as the Supplier shall in its discretion think fit and shall be entitled to withhold supply of goods or credit arrangements until such security or additional security shall be obtained.

7. The Customer hereby acknowledges that the goods supplied by the Supplier shall remain the property of the Supplier until the Supplier receives payment for same. The Supplier hereby agrees to allow the Customer to deal; sell or trade with the goods in the normal cause of business and for the Customer to retain the sale proceeds of such sale or dealing provided that the customer complies with/abides by the terms and conditions of this Agreement. In the event of the Customer defaulting in any of the terms of this Agreement including the payment of monies due under this Agreement, then the Supplier shall have the right (without giving notice) to retake possession of the goods supplied to the Customer by the Supplier and the Customer hereby authorises and allows the Supplier or its representative servant, agent or employee to enter the premises upon which the goods are housed or stored for the purposes of retaking possession of same and the supplier shall not be liable for ant costs , losses ,damages, expenses or any other monies or losses suffered by the customer as a result of the supplier retaking possession of the goods.
8. The Directors/Shareholders of the applicant do hereby jointly and severally guarantee payment of the account and to enter into the standard form of guarantee used by the company should such guarantee be required.
9. The signatories to this agreement do hereby jointly and severally guarantee payment of the Customer's account to the Supplier. This guarantee will be a continuing guarantee unless notification is made to and agreed by the Supplier in writing.
10. The signatories to this agreement and guarantors where applicable, hereby authorise the supplier to carry out credit checks and to obtain credit reports in respect to their credit worthiness in accordance with any law with respect thereto in force for the time being.
11. In case of a Trust Company the Customer acknowledges that the trustee shall be liable on the account and that in addition the assets of the trust shall be available to meet payment to the account.
12. Change of ownership- Registered Particulars- The Customer shall no later than 14 days prior and proposed changes of ownership, change in Registration Particulars, alteration, addition to the shareholding or directorship, notify the Supplier of the proposed change and the Customer shall notify the Supplier of any change, alteration or addition to the customers internal structure and shall provide full details of the proposed change, alteration or addition , to the Supplier and the Customer shall be liable for any goods supplied by the Supplier after such change, alteration or addition unless the Supplier shall have acknowledged by writing acceptance of the intending change, alteration or addition.
13. The Customer hereby charges the land upon which the goods are situated or the work carried out and other land owned or in the future acquired by the Customer form time to time and the Customer agrees immediately upon being required to do so by the Supplier to enter into a mortgage to be prepared by the suppliers solicitors on the terms and conditions as the suppliers solicitor shall think fit to secure any sum due hereunder and the Customer further agrees and permits and authorises the Supplier to register to caveat over any land now owned by the Customer or in the future acquired by the Customer to secure any sum due hereunder at any time during the continuance of the agreement.
14. For the purpose of this document and the word "GOODS" shall mean, all goods and chattels, and all charges for work and labour done, hire charges fees. Service charges repairs, materials, insurance charges of whatever nature, association with the supply and manufacture, construction, repair of the goods supplied to the Customer and all the terms and conditions of this agreement shall relate to any charge herein before mentioned imposed by the Supplier upon the Customer.
15. The signatories to this agreement authorise the supplier to conduct credit enquires on them, any business which they may be a proprietor of or partner of, and any company which they may be a director of;
    (a) If the Supplier considers it relevant to assess the applicant for commercial credit, then the signatories to this agreement agree to the Supplier obtaining a report about their personal activities or personal credit worthiness from a business which provides information about the personal credit worthiness or persons.
    (b) The signatories to this agreement agree that the supplier may give to and seek from any credit providers named in a credit application and any credit providers that may be names in a credit report issued by a credit reporting agency information about the credit arrangements. The signatories understand that this information can include any information about their credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988.
    (c) If the Supplier considers it relevant to collecting overdue payments in respect or commercial credit provided to the customer, the signatories to this agreement agree to the supplier receiving from a credit reporting agency a credit report containing personal information about them in relation to collecting overdue payments.
    (d) Under section 18E (8) (c) of the privacy Act 1998 the Supplier is allowed to give a credit reporting agency personal information about this credit application. The information which may be given to an agency is covered by section 18E (1) of the Act.
    (e) The signatories to this agreement agree that the Supplier may seek from a credit reporting agency a credit report containing personal information to assess whether to accept them as Guarantors for the credit applied for or provided to the customer named in this application. The signatories agree that if the supplier approves the Customer's application for credit, this agreement remains in force until the Customers' liability with the supplier ceases.
    (f) If the supplier approves the Customers application for credit. This agreement remains in force until the credit facility covered by the Customer's application ceases.
    (g) The Customer and signatories to this agreement having read the above clauses 15(a). 15(b), 15(c), 15(e) and 15(f) pertaining to the requirements of the Privacy Act 1988 hereby agree to them and consent to be bound by them.

DIRECTOR/PRINCIPAL SIGNATURE: _____

PRINTED NAME: _____ DATE: _____

The Signatory appearing above hereby acknowledges receipt of a copy of the agreement. Upon acceptance by the supplier, by the way of written notice, on the supply of goods or services and having read agree to be bound by the terms of the agreement above.