

Credit Application



AssociatedGRAIN

Grain Merchants & Seed Specialists

Applicant Details

Applicant 1.:	Full Name:
	Position:
	Contact phone:
	Email:

Applicant 2.:	Full Name:
	Position:
	Contact phone:
	Email:

Have applicant/s ever been registered under part of the Bankruptcy Act? Yes No

Business Details

Trust:	Full Legal Name of Trust:
	ABN:

Trustee:	Full Legal Name:
	ACN:

OR Sole Trader Partnership Corporation Private Public

Business Entity:	Full Legal Name:
	ABN:

National Grower Register:	NGR Number:
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Trading Name:	
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Street No:	<input type="text"/>	Address:	
		City:	Postcode:

Postal Address:	
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Delivery Address:	
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Phone:	<input type="text"/>	Fax:	<input type="text"/>
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Mobile:

Email (Work):

Email (Personal):

Is the name registered? Yes No

If a corporation, part of a corporate group? Yes No Year of incorporation?

Partnership/Sole Trader – Director/Partner Details

Applicant 1.:

Full Name:
Residential Address:
Phone:
Mobile:
Email:
Signature:

Applicant 2.:

Full Name:
Residential Address:
Phone:
Mobile:
Email:
Signature:

Applicant 3.:

Full Name:
Residential Address:
Phone:
Mobile:
Email:
Signature:

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Financial Details

Estimated Monthly Requirement: \$

Contract Details

Contract Terms:

Bank Details

Bank Name:
Branch:
Phone:
Account Name:
BSB:
Account No.:
<i>Office use only:</i>

Trade References *Current Only (Minimum six (6) month's trade) We require 3 Trade References.*

Referee 1 :

Company Name:	
Contact Name:	
Phone:	Mobile:
Fax:	
Email:	
<i>Office use only:</i>	

Referee 2 :

Company Name:	
Contact Name:	
Phone:	Mobile:
Fax:	
Email:	
<i>Office use only:</i>	

Referee 3 :

Company Name:	
Contact Name:	
Phone:	Mobile:
Fax:	
Email:	
<i>Office use only:</i>	



The applicant applies to have a credit account (the terms and conditions of which appear hereafter) opened in the Applicant's name with GOSDEN JORGENSEN (SEEDS) PTY LTD trading as ASSOCIATED GRAIN hereinafter call 'the Company'. The applicant declares that the above information is true and correct in every particular. In consideration of the Company agreeing to grant credit facilities to the Applicant if the Applicant is a company, we the undersigned, do hereby jointly and severally and personally guarantee payment of the Applicant's account and all moneys now and hereafter owed by the Applicant to the Company and agree to be bound by the terms and conditions contained on this application form. In the event of all or any of the directors of the Applicant not signing this form, we the signatories of this form will accept full liability under the agreement.

Terms & Conditions

1. In these Terms and Conditions:-
 - "Applicant" means and includes the person, firm or company for whom or which credit facilities are granted.
 - "Company" means GOSDEN JORGENSEN (SEEDS) PTY LTD trading as ASSOCIATED GRAIN its successors or assigns, its servants and agents.
 - "Form" means the Credit Application herein.
 - "Goods" means any goods or services or work or materials supplied by the Company to the Applicant from time to time.
 - "Guarantor" means and includes the person, firm or company who or which signify their agreement to guarantee liabilities of the Applicant. The singular shall include plural.
 - "Credit Application" means the details supplied by the Applicant on the credit application form.
 - "PMSI" means a purchase money security interest as defined by the PPSA.
 - "PPSA" means the Personal Property Securities Act 2009 and any other legislation and regulations in respect to it and the following words, and all related terms, have the respective meanings given to them in the PPSA: "security interest", "security agreement", "financing statement", "financing change statement", "possession", "personal property", "verification statement", "attached", "attachment", "collateral" and "perfected".
 - "PPSR" means the Personal Property Securities Register.
2. All accounts are payable within the terms specified above in the section titled "**CONTRACTED TERMS OF PAYMENT**" or as arranged and confirmed in writing by the Company.
3. The Company may withdraw credit facilities at any time without notice or the Company may from time to time increase or decrease the limit of the credit facility provided without notice to the Applicant or the Guarantor.
4. Any legal costs, stamp duties, or other expenses incurred by the Company in respect of the application, agreements, guarantees, securities or other documentation required by the Company in consequence of this application together with any collection costs, dishonoured cheque fees etc. incurred shall be paid by the Applicant to the extent that such payment is permitted by law.
5. If the Applicant:-
 - (a) Defaults in the due observance of all or any of its obligations under any agreement with the Company; or
 - (b) Being a person, dies, commits an act of bankruptcy; or
 - (c) Being an incorporated entity under the terms of the Corporation Act 2001 takes or shall have taken against it any action for its winding up, placement under official management or receivership then the Company may without Prejudice to any rights or remedies open to it:-
 - (a) Treat as discharged all or any obligation on its part arising from any agreement with the Applicant;
 - (b) Retain any security given or moneys paid by the Applicant available through the enforcement of any guarantee, security or bond and apply this in reduction of any sum which may be lawfully recovered from the Applicant.
 - (c) Enter upon the Applicants premises or elsewhere to take possession and remove any goods under any contract for work and materials for which good payment has not been received and which property has not passed from the Company.
 - (d) Take such steps as it may deem necessary to mitigate the damages suffered including the putting to use, hiring out, sale or disposal of any goods supplied or to be supplied under the contract and in its possession.
6. Should the Applicant reach their allowed credit limit with the Company, any pending contracts or orders will be suspended until settlement of the account is made. In this event, any costs incurred for demurrage, loss of income, storage or any other associated costs not already mentioned will be payable by the Applicant. Should the Applicant default on payment, interest will be charged at the RBA current rate plus an additional two per cent (2%).
7. Should there be any variation to any of the information supplied by the Applicant in this Credit Application or any change in the entity constituting the Applicant as described in the Credit Application or any change in the nature of the Applicant's business the Applicant shall forthwith but no later than seven (7) days from the date of such change or variation notify the Company in writing as to the particulars of such change. Unless such notification of variation or change is given to the Company the original Applicant and those persons who signed as Guarantor to this Credit Application shall remain liable to the Company for any Goods supplied by the Company to the original Applicant.
8. Where the Applicant is a Trustee:-
 - (a) The Applicant agrees to forthwith produce a stamped copy of the trust deed (with all amendments) if and when requested by the Company; and
 - (b) The Applicant warrants that it has full power and authority for the benefit and purpose and objects of the trust to make this application on behalf of the trust and that it shall be bound by the terms of this application both personally and as trustee.
9. The Applicant and the Guarantor do hereby agree that for the purposes of securing the liability and obligations hereunder, each of the Applicant and the Guarantor do hereby charge with the due and punctual payment and the due and punctual and complete performance by each of them all their liabilities and obligations hereunder all their real property both present and future and each of the Applicant and the Guarantor do hereby consent to the company lodging caveats noting its interest hereunder.
10. The Company shall not be deemed to have waived any of the terms or conditions of this application or agree to any variation thereof unless it is done so expressly in writing and signed by the Company.
11. Where there is any inconsistency between the terms or conditions of this application and any subsequent agreement for the supply of Goods, any such subsequent agreement shall be read down to the extent necessary to give full force and effect of these terms and conditions of credit account.
12. The signatories to these terms and conditions of credit account and to the guarantee herein hereby declare that none of them is or ever has been:-
 - (a) Bankrupt.
 - (b) An officer (which term includes director, secretary or chief executive officer) of a company which is or has been:- (i) placed in liquidation or provisional liquidation (ii) the subject of an appointment of a receiver and or manager (iii) party to a scheme or arrangement with its creditors.
13. In the event that any dispute or difference with respect to any of these matters contained in these terms and conditions of credit account arises the parties hereby expressly agree that for the purpose of resolving such dispute whether by mediation or legal proceedings or otherwise, a statement signed by any officer (which term includes director, secretary, chief executive officer, manager, accountant or other such person) of the Company shall be prima facie evidence of the following matters:
 - (a) Delivery of the Goods (b) The quantity of the Goods delivered (c) The authority and identity of the person who ordered such Goods (d) The amount of the indebtedness of the Applicant to the Company (e) Date of delivery of Goods.
14. Notwithstanding any delivery of the Goods or any part thereof, the Goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Applicant shall have paid the Company the purchase price in full together with the full price of any of the Goods subject to any other order or contract with the Company.
15. If any provision of this credit agreement is invalid or unenforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will and continue to be valid and enforceable in accordance with their terms.
16. The governing law for this credit agreement is the law of the State of Queensland and the Applicant hereby agrees and promises that all moneys owing to the Company are payable to it at 7 Byrne Street (PO Box 290), Dalby in the State of Queensland.
17. These terms and conditions of credit account replace and supersede the terms of any earlier conditions of credit account entered into between the applicant and the Company.
18. The Applicant and the Guarantor do hereby agree that in consideration of the Company granting credit facilities the Company may conduct credit checks immediately on both the Applicant and the Guarantor (whereby any information given may be supplied to the credit reporting agency) and has their consent and agreement to conduct further credit checks at any later date.
19. PPSA
 - (a) If the Company determines that this Agreement (or a transaction in connection with it) is or contains a security interest or transitional security interest for the purposes of the PPSA, then the conditions in this clause will apply to the agreement and related transaction.
 - (b) The Applicant acknowledges that this Agreement constitutes a security agreement which creates a security interest in favour of the Company in the Goods (including all Goods previously supplied by the Company to the Applicant (if any) and all after acquired Goods supplied by the Company to the Applicant, or for the Applicant's account.)
 - (c) The Applicant agrees to grant a PMSI in the Goods and all future Goods supplied to the Applicant by the Company
 - (d) The Applicant agrees that the PMSI has attached to all Goods now or in the future supplied to the Applicant by the Company.
 - (e) With reference to Goods supplied to the Applicant that will be used to either grow crops or feed livestock, the Applicant agrees to the Company creating a security interest in the crop and the land the crop is grown on, and livestock the Goods are fed to. In agreeing to this the Applicant agrees to sign any further documents and / or provide any further information (which information the Applicant warrants to be complete, accurate and current) which the Company may reasonably require to enable registration of a financing statement or financing change statement on the PPSR or to ensure that the security interest is otherwise enforceable, perfected and effective.

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- (f) The Applicant agrees, until title in the Goods pass to it, to keep all goods free of charge, lien or security interest except as created under this Agreement and not otherwise deal with the Goods in any way that will or may prejudice the rights of the Company under this Agreement or the PPSA
- (g) The Applicant undertakes not to give or allow any other person to have an interest in or security interest over the Goods covered by the Company's security interest
- (h) The Applicant undertakes to sign any further documents and / or provide any further information (which information the Applicant warrants to be complete, accurate and current) which the Company may reasonably require to enable registration of a financing statement or financing change statement on the PPSR or to ensure that the security interest is otherwise enforceable, perfected and effective.
- (i) The Applicant undertakes to indemnify, and upon demand, reimburse the Company for all expenses incurred in registering a financial statement or financing change statement on the PPSR.
- (j) The Applicant undertakes to give the Company not less than 14 days prior written notice of any proposed change in the Applicant's details, including but not limited to, changes of the address, company or business name and/or contact details
- (k) Unless otherwise agreed to by the Company in writing, the Company and the Applicant shall not disclose to any third party any information of the kind referred to in Section 275(1) of the PPSA.
- (l) The Company is not obliged to give the Applicant any notice or provide copies of any documents under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded and the Applicant consents to the waiver of the requirement for the notice or copies of any documents under this clause.
- (m) The Company and the Applicant agree that the following provisions of the PPSA do not apply to or in relation to the security interest to the extent that the PPSA permits the parties to contract out of or waive such provision: s95 (notice of removal of accession) to the extent that it requires that we give notice to you, s96 (when a person may retain accession), s117 (obligations secured by land and personal property), s118 (enforcing securities in accordance with land law), s121 (notice to grantor for enforcement of liquid assets), s125 (obligation to dispose of or retain collateral), s129 (apparent possession), s130 (notice of disposal), to the extent that it requires the Company as secured party to give notice to the Applicant as grantor, s132(3)(d) (secured party to give statement of account), s132(4) (statement of account if no disposal), s135 (notice of retention of collateral), s142 (redemption of collateral), s143 (reinstatement of security agreement).

Acknowledged & Accepted

I acknowledge and accept the terms and conditions of this Credit Application.

Signed: Date: / /

Your Name: Position:
(Please print)

<i>OFFICE USE ONLY</i> Application Approved by: _____	Credit Limit Approved: \$ _____	Date: / /
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Gosden Jorgensen Seeds Pty Ltd
T/A Associated Grain
ABN 99 009 928 812

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