

APPLICATION FOR COMMERCIAL CREDIT ACCOUNT
Australian Grain Storage Pty Ltd – ABN 46 0001 333 648

COMPANY INFORMATION					
Full Name of Business or Company					
Trading Name					
ACN/ARBN/ABN/ Business Registration No					
Nature of Business		Sole Trader <input type="checkbox"/> Pty Ltd <input type="checkbox"/> Trustee <input type="checkbox"/> Nominee <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Co-Op <input type="checkbox"/>			
Trading Address					
		STATE		POSTCODE	
Postal Address					
		STATE		POSTCODE	
Phone		Mobile		Fax	
Email					
Name of Principal Contact					
Phone		Mobile		Fax	
Email					
DIRECTORS/PARTNERS/SOLE TRADERS DETAILS (MUST BE COMPLETED BY EACH APPLICANT)					
Name (as on Drivers Licence)	Address		Date of Birth	Driver's Licence Number	
TRADE REFERENCES					
Company Name	Address		Phone	Contact	
Amount of Credit Required Monthly	\$				

TERMS AND CONDITIONS OF SALE

1. In these Conditions:

Act means the *Rice Marketing Act 1983 (NSW)*.

Authorised Buyer means an Authorised Buyer appointed under the Act.

Buyer means the purchaser of Goods from the Company;

Company means Australian Grain Storage Pty Ltd ABN 46 0001 333 648;

Conditions means these terms and conditions and any other conditions applicable to the sale of Goods agreed in writing between the Company and the Buyer;

Confidential Information means information, however held or recorded, relating to the Company, its business or assets including financial or taxation information, information relating to customers or suppliers, present and future business and marketing plans, particulars of employees or contractors, product formulations and manufacturing processes, the terms of the Contract and any other information which the Company identifies as confidential but does not include information which is available in the public domain unless that information enters the public domain as a result of a breach of confidence by the Buyer;

Contract means a contract between the Buyer and the Company for the sale of Goods established in accordance with these Conditions;

Credit Account means an arrangement (if any) approved (and not withdrawn) by the Company that permits the Buyer to pay for Goods after delivery in accordance with these Conditions;

Goods means the goods supplied or to be supplied by the Company to the Buyer;

NSW Rice means rice grown in New South Wales.

Order means a request from the Buyer to the Company for the supply of Goods;

PPSA means Personal Property Securities Act 2009 (Cth);

Proceeds has the meaning in the PPSA and for the avoidance of doubt, includes all present and after-acquired property of the Buyer which it acquires as a result of selling or otherwise disposing of the Goods;

Quotation means a written or verbal quotation from the Company relating to the supply of Goods to the Buyer;

Related Body Corporate has the same meaning as in the *Corporations Act 2001 (Cth)*;

Specifications mean specifications as to the type and quality of Goods set out in an Order accepted by the Company or otherwise agreed to by the Company in writing; and

Security Interest has the meaning in the PPSA.

2. Except as otherwise agreed in writing by the Company, these Conditions, together with any Order accepted by the Company, constitute all of the terms of the Contract for the sale of the relevant Goods by the Company to the Buyer. All other terms and conditions, express or implied, including any alternate terms proposed by the Buyer, are excluded to the fullest extent permitted by law. These terms can only be amended or varied in writing signed by the Company.

3. For the avoidance of doubt, the terms of the United Nations Convention on Contracts for the International Sale of Goods will not apply to any Contract, unless otherwise agreed by the Company in writing.

4. A binding contract for the supply of Goods by the Company to the Buyer only comes into existence when the Company accepts an Order for the Goods or the Company supplies the Goods in response to an Order. A separate and independent Contract arises in respect of each Order and the acceptance of one Order does not create any obligation in the Company to accept any other Order.

5. Once the Company has accepted an Order, the Buyer cannot change or cancel the Order without the prior written consent of the Company.

6. A Quotation is not an offer to supply the Goods referred to in the Quotation. All Quotations lapse 30 days after issue and may be withdrawn or changed by the Company at any time.

7. The Company's brochures and catalogues are published as sources of general information only and do not constitute an offer to supply Goods.

8. These Conditions will prevail to the extent of any inconsistency with any Order.

9. The price of Goods will be as agreed in writing by the Company in respect of each Contract. The Company may change the price of Goods from time to time and is under no obligation to apply the price agreed in respect of an Order to any other Order.

10. Prices quoted in the Company's published price lists are subject to change without notice.

11. Unless otherwise agreed in writing by the Company, all prices are on an ex-works basis with the Buyer being responsible for picking up the Goods from the Company's premises and all associated costs, including freight.

12. Unless otherwise expressly stated, the price of Goods is exclusive of GST. If sale of Goods to the Buyer constitutes a taxable supply, the Buyer must pay the GST applicable to that sale, subject to the Company providing a tax invoice. The terms GST, supply and tax invoice have the same meaning as under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

13. Subject to these Conditions, if the Buyer has a Credit Account with the Company, the Goods supplied by the Company must be paid for within 30 days of the date of invoice.

14. If the Buyer does not have a Credit Account with the Company, then the Buyer must pay for Goods before they are supplied.

15. The Company may cancel a Credit Account at any time by notice to the Buyer.

16. Unless otherwise agreed, all payments are to be made by cash or electronic funds transfer of cleared funds in Australian dollars.

17. Without prejudice to any other rights, the Company may charge interest on any overdue payments at an annual rate equal to 2% above [Westpac Bank's indicator lending rate] from time to time.

18. The Buyer indemnifies the Company on demand against all costs, charges and expenses incurred by the Company in recovering amounts that have not been paid by the due date.

19. The Company is not obliged to deliver Goods under an accepted Order unless payment for the Goods has been made or a Credit Account is in place.

20. Risk in the Goods will pass to the Buyer on delivery unless otherwise agreed in writing by the Company.

21. Unless otherwise agreed in writing by the Company, Goods will be delivered by the Company making the Goods available for collection by the Buyer at the Company's premises.

22. Delivery dates quoted by the Company are estimates only and the Company does not guarantee to meet those dates.

23. The Company will retain title to Goods supplied to the Buyer until the purchase price of the Goods has been paid in full to the Company.

24. Until title passes to the Buyer:

- (a) the Buyer will hold the Goods as bailee and agent for the Company;
- (b) the Buyer will insure the Goods against all usual risks to full replacement value and hold any insurance monies received by the Buyer for Goods on trust for the Company;
- (c) the Buyer will store the Goods separately, clearly identified as the Company's property and in a manner to enable them to be identified and cross-referenced to particular invoices where reasonably possible;

- (d) the Buyer will not pledge or allow any lien, charge or other encumbrance to arise over the Goods;
- (e) the Buyer may use or sell Goods in the ordinary course of business, provided that the Buyer will be agent for the Company in any sale if Goods are sold. The Buyer must account to the Company for part of the proceeds of any such sale equal to the amount owing by the Buyer to the Company for those Goods and must hold those proceeds in a separate bank account on trust for the Company. However any such agency will only extend to the obligation to account for proceeds. The Company will not be bound by any contract between the Buyer and the Buyer's purchaser;
- (f) if the Buyer uses the Goods in a manufacturing or value-added process of its own or a third party, then the Buyer will hold such part of the proceeds of the manufacturing or value-added process as relates to the Goods in trust for the Company. Such part will be deemed to equal in dollar terms the amount owing by the Buyer to the Company for those Goods at the time of receipt of such proceeds; and
- (g) after giving 24 hours notice to the Buyer the Company is entitled to enter upon the Buyer's premises between 9am and 5pm to inspect the Goods.
25. The Company's other rights as an unpaid seller will not be affected by the Company retaining title to Goods supplied until the Goods have been paid for in full by the Buyer.
26. The Buyer acknowledges and agrees that:
- (a) the retention of title in clause 24 creates a Security Interest in the Goods and their Proceeds in favour of the Company and that Security Interest is a Purchase Money Security Interest;
- (b) it will not allow anything to be done or act in a way that might adversely affect the Security Interest in the Goods that is granted to the Company by virtue of clause 24 and this clause;
- (c) it will provide any consents, authorities, information or documents that are reasonably necessary for the Company to effect registration of its Security Interest on the Personal Property Securities Register, if requested by the Company; and
- (d) it will and hereby does indemnify the Company for all of its direct costs associated with enforcing its Security Interest.
- (e) To the extent permitted by law, the Company and the Buyer contract out of sections 95, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA.
27. The terms "Security Interest", "Proceeds" and "Purchase Money Security Interest" and "Personal Property Securities Register" used in clause 26 have the respective meanings given to those terms in the *Personal Property Securities Act 2009 (Cth)*.
28. The Company may, at its option, terminate or suspend the Company's performance of the whole or any outstanding part of any Contract for the supply of Goods without incurring any liability to the Buyer in any of the following circumstances:
- (a) the Buyer fails to pay for Goods under any Contract by the due date or otherwise breaches any other term of a Contract; or
- (b) the Buyer enters into bankruptcy, liquidation or a composition with its creditors, has a receiver or manager appointed over all or any part of its assets, enters into administration, becomes insolvent.
- Termination by the Company under this clause is without prejudice to the Company's other remedies and the Company's right to recover payment from the Buyer for any Goods previously supplied by the Company.
29. If the Company terminates a Contract, the Company may without prejudice to its other rights, enter the Buyer's premises and recover any Goods to which the Company holds title.
30. The Company warrants that the Goods comply with the Specifications.
31. To the extent permitted by law, all conditions and warranties that are not expressly set out in these Conditions are excluded. This does not limit any applicable statutory conditions or warranties provided under the Competition and Consumer Act 2010 (Cth) (or any successor legislation) or equivalent State legislation that cannot be excluded.
32. If the Goods do not comply with the Specifications, the Company's liability to the Buyer is, to the extent permitted by law, limited at the Company's option, to an obligation to supply or pay the cost of replacement Goods.
33. Despite any other provision of the Contract and to the extent permitted by law, the maximum liability of the Company to the Buyer for breach of contract, negligence or otherwise in connection with a Contract is limited to the amount paid or payable by the Buyer for the Goods to be supplied under that Contract.
34. The Company excludes all liability to the Buyer for indirect or consequential losses or damages including without limitation, loss of profits, loss of business, opportunity costs and damage to reputation.
35. All claims in respect of defective Goods must be notified to the Company within 30 days of delivery. The Buyer must comply with any request from the Company in relation to the return of Goods that are alleged to be defective.
36. The Buyer acknowledges that the Act regulates the sale and purchase of NSW Rice. If the Contract relates to the sale and purchase of NSW Rice and the Buyer is not an Authorised Buyer or an end-user of the NSW Rice, the following provisions apply.
- (a) The Buyer must not sell or supply any of the NSW Rice to persons outside of Australia.
- (b) The Buyer must not sell or supply any of the NSW Rice to persons (subsequent buyers) within Australia, other than end-users of the NSW Rice, unless the sale or supply is made under a written contract including provisions that prohibit the subsequent buyer from selling or supplying any of the NSW Rice to persons outside of Australia.
- (c) The Buyer must ensure that any subsequent sale or supply of any of the NSW Rice is made under a written contract including provisions in the same terms, with any necessary changes, to those referred to in paragraphs (a) and (b) of this clause.
- If the Contract relates to the sale and purchase of NSW Rice and the Buyer is not an Authorised Buyer of the NSW Rice, the Buyer acknowledges that the Company is prohibited from selling or supplying NSW Rice to the Buyer if the Company is aware that the Buyer intends to sell or supply any of the NSW Rice to persons outside of Australia. Notwithstanding any other provision of these Conditions, any refusal to sell or supply to the Buyer in accordance with this restriction will not be a breach of these Conditions and the relevant Order, whether accepted by the Company or not, is deemed void.
37. The Buyer must not sell or supply any of the NSW Rice to persons outside of Australia.
38. The Buyer must not sell or supply any of the NSW Rice to persons (subsequent buyers) within Australia, other than end-users of the NSW Rice, unless the sale or supply is made under a written contract including provisions that prohibit the subsequent buyer from selling or supplying any of the NSW Rice to persons outside of Australia.
39. The Buyer must ensure that any subsequent sale or supply of any of the NSW Rice is made under a written contract including provisions in the same terms, with any necessary changes, to those referred to in paragraphs (a) and (b) of this clause
40. Each Contract is governed by the laws of the State of New South Wales, Australia and the Company and the Buyer submit to the non-exclusive jurisdiction of the Courts of that State.
41. Any provision of these Conditions that is illegal, void or unenforceable will be severed without affecting the other provisions.

- 42. If the Company does not enforce, or delays the enforcement of any obligation of the Buyer under these Conditions, it will not waive any breach of that obligation or preclude the Company's right to subsequently enforce that or any other obligation of the Buyer.
- 43. The Buyer must not, without the prior written consent of the Company:
 - (c) disclose Confidential Information to any other person; or
 - (d) use Confidential Information for any reason other than the furtherance of the business relationship between the Buyer and the Company.
- 44. The Buyer must, upon termination of the Contract, deliver to the Company all copies of the Confidential Information in the care or control of the Buyer.
- 45. Neither the Company nor the Buyer transfers any right, title or interest in any Intellectual Property Rights of the respective party to the other. The Buyer is prohibited from using the Company's Intellectual Property (including but not limited to trademarks) unless authorised in writing by the Company.
- 46. Neither party will cause or permit anything that may amount to misuse, interference with, damage or endangerment to the Intellectual Property Rights of the other party or their suppliers, or assist or allow others to do so. Each party undertakes to advise the other party immediately if it becomes aware of any unauthorised use or attempted use by any person of the other party's Intellectual Property Rights. Clauses 43 and 44 will survive termination of these clauses.
- 47. Whenever under the contract any sum of money shall be recoverable from or payable by the Buyer, the same may be deducted from any sum then due or which at any time thereafter may become due to the Buyer under this or any other contract with the Company or its Related Body Corporates. Exercise by the Company of its rights under this clause shall be without prejudice to any other rights or remedies available to the Company under the contract, or otherwise at law or in equity.
- 48. The Company will not be liable if the Company is delayed or prevented from delivering Goods, or otherwise performing any of its contractual obligations, due to any cause or circumstance beyond its reasonable control including acts of God, floods, storms, natural disasters, acts of war or terrorism, sabotage, acts of government or regulatory authority, strikes or other industrial disputes, court orders or breakdown of equipment.
- 49. When carrying out its obligations under the Agreement, the Buyer must comply with the SunRice Group Anti-Bribery and Corruption Policy available online at the following address: <https://www.sunrice.com.au/corporate/policies-and-documentation/anti-bribery-corruption-policy/>

<u>Office Use Only</u>		
Initial load approved by _____	Signature _____	Date _____
Approved credit limit _____	Signature _____	Date _____
Account # _____		

In submitting this Application, the Applicant and each of the persons who have signed this Application:

- acknowledge that, if the Company accepts the Application, the credit account will be subject to the Terms and Conditions of Sale that are attached to this Application, or such other terms as may be agreed in writing between the Company and the Applicant;
- acknowledge that the Company may approve the Application subject to conditions, including a requirement that the obligations of the Applicant to the Company be guaranteed by persons nominated by the Company;
- certify that the information about them in the Application is correct.

Privacy Consent and Acknowledgement

1. I/We acknowledge that in connection with this Application for Credit (**the Application**), Australian Grain Storage Pty Ltd (**the Company**) will collect personal information (which may include sensitive information) about me within the meaning of those terms in the Privacy Act 1988 and I/We consent to that information being used by the Company for the purpose of:
 - assessing the Application;
 - assessing and implementing any guarantee of the Applicant's obligations;
 - if approved, the administration of the credit facility;
 - collection of overdue payments from the Applicant or a guarantor; and
 - ongoing assessment and review of credit worthiness and approved limits.
2. I/We consent to the Company obtaining and using the following:
 - credit reports containing personal information about me/us from Credit Reporting Agencies (as defined in the Privacy Act 1988), and information about my credit arrangements from any credit provider named in a credit report issued by a Credit Reporting Agency;
 - information about my commercial activities and commercial credit worthiness from a business, which provides information about commercial credit worthiness of individuals; and
 - information about my commercial credit worthiness from any person or business identified as a referee in relation to the Application.
3. I/We consent to the Company disclosing my/our personal information:
 - to Credit Reporting Agencies, and other credit providers. This information may be given before, during or after the provision of credit;
 - to persons who may guarantee the Applicant's obligations to the Company; and
 - to trade insurers for the purpose of assessing the insurance risk of the Credit Application.
4. I/We acknowledge that if I/We provide information about any other individual to the Company, I/We will ensure that the individual is made aware that the Company has his or her personal information; of the purpose(s) of the collection, use and/or disclosure of that personal information by the Company; and the contact details of the Company.
5. I/We acknowledge and agree that the collection, use and disclosure provisions applicable to the Applicant as set out above in paragraphs 1 to 4 also apply to me/us in connection with my/our offer to act as a guarantor(s) of the Applicant's payment obligations to the Company.
6. I/We acknowledge and agree that personal information (including sensitive information) may be used to assess whether to accept me as a guarantor or the provider of some other support in connection with the Application, and if necessary, in the enforcement of the guarantee or that support. I/We consent to the Company collecting, using and disclosing my personal information for this purpose and acknowledge that without this information, the Company may be unable to process or accept this Application.

Accepted and agreed by

Name		Signature	
Date		Position	
Name		Signature	
Date		Position	
Name		Signature	
Date		Position	
Name		Signature	
Date		Position	