

# APPLICATION FOR CREDIT / TRADING ACCOUNT

## BUSINESS DETAILS

Name of Applicant .....

Business Address .....

.....

Mailing Address ..... State..... Postcode.....

.....

Telephone Number (.....)..... Facsimile Number (.....).....

Trading name (if applicable) .....

If applicant is a company, please complete this portion:.....

A.B.N. ....

Name and addresses of directors

.....  
.....  
.....

Name of trust (if trustee) .....

Has any of the directors given a personal guarantee of the Applicant and if so to whom?

.....

If applicant is a sole trader or a partnership, please complete this portion:

Name and addresses of sole traders/partners

.....  
.....  
.....

How long has business been operated by Applicant?.....

Did applicant take over an existing business?.....

Have any of the principals or directors of the Applicant ever been bankrupt or subject to a deed of assignment, arrangement, composition or other proceeding under the Bankruptcy Act?

If so, please provide details.....

Please provide Trade References (name, address and phone number)

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.....  
.....

I/WE WARRANT THAT THE ABOVE PARTICULARS ARE TRUE AND CORRECT IN ALL RESPECTS AND ARE NOT MISLEADING. IN CONSIDERATION OF YOUR OPENING AN ACCOUNT IN MY/OUR NAME I/WE AGREE TO BE BOUND BY THE TERMS AND CONDITIONS PRINTED OVERLEAF WHICH SHALL APPLY IF YOU ACCEPT THIS APPLICATION AND AGREE TO SUPPLY.

DATE SIGNED BY APPLICANT OR PERSON AUTHORISED TO SIGN.....

SIGNATURE.....

PRINT FULL NAME.....

POSITION.....

## TERMS AND CONDITIONS

All of the terms and conditions set out below apply and shall be incorporated automatically and without further reference in each contract for the supply of goods by YCC Poultry Pty Ltd A.B.N 66919511387 ("the company") to the Applicant.

1. The granting of credit by the Company to the Applicant is at the sole discretion of the Company and the Company may vary these terms and conditions upon giving one month prior notice in writing to the Applicant of that variation.
2. The Applicant must pay in full to the Company the amount invoiced by the Company within 7 days of the date of invoice or within such lesser period as may be agreed between the Applicant and the Company. Any grant by the Company of further time to pay shall not amount otherwise to a waiver or variation of these terms and conditions.
3. Delivery dates or other times agreed by the Company are estimates only and the Company shall not be liable for any delay in delivery and any delay in delivery shall not affect the Applicant's to the Company.
4. Refusal by or on behalf of the Applicant to accept delivery of the goods shall not affect the Applicant's obligation to make payments to the Company in accordance with these terms and the provisions of the contract.
5. Property in all goods supplied by the Company shall not pass to the Applicant until such time as the Applicant has paid to the Company the full invoiced sale price of those goods and any other amounts payable by the Applicant to the Company. Until property in the goods passes to the Applicant.
  - (a) the applicant shall store the goods in such manner as to show clearly that they are the property of the Company;
  - (b) the applicant may sell the goods in the ordinary course of business as the agent of the Company to the intent that the proceeds (and the right thereto) of sale of the goods by the Applicant at all times shall be property of the Company and the same shall be accounted to the Company to the extent of the amounts then payable by the applicant to the Company;
  - (c) the applicant hereby grants to the Company, its employees, agents and contractors the unrestricted and irrevocable right and license to enter any premises occupied or used by or on behalf of the Applicant to identify and remove any of the goods which are the property of the Company at the option of the Company without in any way being liable to the Applicant or to any person claiming through the Applicant. The Company shall have the right to sell or disposed of such goods so removed or otherwise in its sole discretion and shall not be responsible for any loss thereby occasioned;
  - (d) the Applicant acknowledges that the goods sold by the Company to the Applicant are resold by the Applicant in the same order as the goods are so supplied by the company; and
  - (e) Notwithstanding the foregoing, the Company shall be entitled to maintain the Applicant for the price of any goods so supplied. The risk of the goods (but not the property) shall pass to the Applicant upon dispatch by the Company and the Applicant shall insure the goods for their full value and indemnify the Company against any loss.
6. should the Applicant not pay with the credit terms as agreed from time to time, or if in the opinion of the Company, there is any fact, circumstance, matter or thing likely to prejudice the trading ability or asset of the Applicant, then the Company, in addition to all other rights shall be entitled to;
  - (a) withhold delivery on any further goods ordered by the Applicant but not yet delivered;
  - (b) cancel the Applicant's credit account;
  - (c) claim interest on all amounts then due to the Company upon such credit account at the business overdraft rate charged by the Company's bank on like amounts from such time down to the date of payment thereof.The applicant must indemnify the Company against any loss, damage or expense incurred by the Company in recovering any moneys payable to the Company.
7. To the extent permitted by law;
  - (a) All warranties, terms and conditions in relation to the state, quality or fitness of the goods and of every kind whether implied by use, statute or otherwise are hereby excluded.
  - (b) The Company shall not be liable for injury, loss or damage claimed by the Applicant against the Company or by a third party claiming against the Applicant arising out of goods or the use to which the goods are put by the Applicant or arising out of the non-delivery or late delivery thereof. The Applicant shall indemnify the Company against such claims; and
  - (c) The Company shall not be liable to the Applicant in contract or tort arising out of or in connection with or relating to the goods or any breach of these terms and conditions or any fact, matter or thing relating to the goods (whether negligence or a breach of contract or not) including any error in information supplied to the Applicant before or after delivery of the goods to or at the direction of the Applicant.It is expressly provided that these terms and conditions shall not be read or applied so as to purport to exclude, restrict or modify (or to have that effect) any condition, warranty or right given, provided or implied by law cannot be excluded, restricted or modified provided that to the extent the law permits the Company to limit its liability for a breach of any such condition, warranty or right, then the Company's liability shall be limited to the payment of the cost of replacing the goods or of acquiring equivalent goods. All goods are sold subject to any safe handling instructions and other warnings or advice attached to the packaging of such goods or otherwise given in relation to such goods and the Applicant shall ensure that all steps are taken to comply with the same.
8. No person other than a director of the Company has authority to accept orders or to supply goods on any inconsistent or contradictory terms and conditions hereto or to vary or modify these terms and conditions in any way whatsoever. Previous dealings between the Company and the Applicant shall not vary or replace these terms and conditions or be deemed to do so in any circumstances. These terms and conditions shall apply to the exclusion of all inconsistent or contradictory terms and conditions to any dealing or on any purchase order or other correspondence or document.
9. These terms and conditions shall be governed by the laws in force in the State from which the Company supplied the goods to the Applicant and the parties submit to the non-exclusive jurisdiction of the Courts of the State.