



## TSS GRAIN PTY LTD APPLICATION FOR CREDIT

The Customer applies for a credit account from TSS Grain Pty Ltd, ABN 24 120 016 293 ("the Supplier") and submits the following information:

### TRADING DETAILS

Company     Trust     Partnership     Sole Trader

Registered Name	ACN:
Trading Name	ABN:
Postal Address	Postcode:
Registered Office	Phone:
Email	Fax:
Accounts Contact	Phone:
Trading Contact	Phone:
If customer is a trust, please provide trustee details including ACN	

### CONDITIONS OF SALE

By signing this application the Customer:

- (a) expressly acknowledges having read the terms and conditions below;
- (b) expressly agrees that the conditions are incorporated into each and every contract for supply of goods made between the Supplier and the Customer after the acceptance date;
- (c) expressly acknowledges that the terms of trade are strictly in accordance with the Trade Rules of Grain Trade Australia Ltd (GTA) as amended from time to time, or its successor, unless otherwise agreed in writing by the parties and any disputes will be determined in accordance with the GTA terms of trade; and
- (d) Expressly agrees that if the Supplier varies the conditions from time to time after the acceptance date and provides reasonable notice to the Customer of the variation, the conditions as varied are incorporated into each and every contract for supply of goods made between the Supplier and the Customer after the date of such notice.
  1. Payment must be made within thirty (30) days after the end of the week in which the invoice was raised or such other date for payment as the Supplier and the Customer agree in writing.
  2. If payment is not made within thirty (30) days then the Supplier may:
    - (a) Suspend the provision of further credit until any amounts outstanding are paid.
    - (b) Charge the Customer interest on any overdue amounts at the rate of 1.5% per month until repaid.
  3. The Supplier and its agents shall not be liable to the Customer, or any other third party for any direct, indirect or consequential loss or damage or for any loss of profit, revenue or business, whatsoever and howsoever caused, whether arising out of any negligence or breach of these terms and conditions.
  4. The Customer shall indemnify and hold the Supplier harmless at all times against all actions, proceedings, costs claims, expenses (including legal costs on a fully indemnity basis), losses (whether direct, indirect or consequential) and damages (whether in tort, contract or otherwise) whatsoever which the Customer may sustain, incur, suffer, or pay arising out of, in connection with, or pursuant to, these terms and conditions in particular in relation to any breach or non-compliance of the terms and conditions herein by the Supplier.
  5. The Customer charges any interest in land for the repayment of any arrears owing by them pursuant to this Contract.
  6. The Supplier and the Customer have entered into an Agreement ("the Agreement") in connection with, but not limited to, the sale of grain, transfer of grain stocks to another owner/title, sale of grain by products or any other bulk commodity for which the Supplier may agree to sell. Where agreed credit terms are breached by the Customer, the Supplier reserves the right to refuse further supply or service until all debts are cleared, including any interest charged. Further provision of such supply or service may also be on a cash sale basis.
  7. The Customer will be notified in writing whether a trading account has been approved for the Customer's use.
  8. The Customer's use of the trading account is subject to these credit terms and conditions and the Agreement.
  9. The Customer agrees that any credit provided by the Supplier is for business or investment purposes only.
  10. The Customer shall provide such security to the Supplier as the Supplier in its sole discretion requires and shall indemnify and reimburse the Supplier for all costs in connection with the trading account, including stamp duty on any security document, legal costs (on a solicitor-client basis), debt collection expense, bank charges for dishonoured cheques and costs incurred in the recovery or attempted recovery of any amounts owing under the trading account.

11. The Customer agrees that the trading account may be closed at any time by the Supplier in its absolute discretion without notice to the Customer.
12. The Customer undertakes to advise the Supplier in writing of any change in the directors, shareholding or ownership of the Customer, or any material change in the financial details previously provided to the Supplier, at the time such change takes place. Where any change takes place in the Customer's trading structure, notwithstanding any advice by the signatories or the Customer to the Supplier, the signatories and the Customer shall not continue to operate the trading account without the Supplier's prior written consent, and the signatories and the Customer shall continue to be responsible, jointly and severally for all amounts owing under the trading account until the whole amount (including all interest and charges on the trading account) have been paid in full to the Supplier.
13. This credit application shall be governed by and construed in accordance with the laws of Australia
14. This application supersedes all prior credit arrangements made with the Customer.

**PRIVACY AUTHORITY**

1. The Customer consents and authorises the Supplier to collect, use, retain and disclose any information contained herein relating to my/our/it's application for credit to and from a credit reporting agency for the purposes of assessing my/our/it's application for credit. I/we/it accept that the Supplier may use this information to verify account references I/we/it have provided and to check that representations I/we/it have made in support of this application are accurate. I/We/It understands that without any expressed consent the collection, use, retaining or disclosure of this information may otherwise fall outside the Privacy Act. I/We/It accepts this authorisation remains current throughout the entire term of this Credit Contract.
2. The Supplier acknowledges that the Customer may, on request, gain access to the information referred to in the previous clause. Requests for such information are to be directed to the Privacy Officer of the Supplier.

**REPRESENTATIONS, ACKNOWLEDGEMENTS & AUTHORISATIONS**

1. In this section the Customer is referred to as "You".
2. You represent to the Supplier that you are not aware of any information; notice of court proceeding that may lead to bankruptcy, appointment of an administrator, controller or managing controller, receiver or receiver manager or liquidator. You do not intend to enter into any scheme or arrangement with creditors either formally through a court or otherwise. None of the directors, partners or sole trader has been a director of as company which was placed in liquidation or has been declared bankrupt or has entered into an arrangement under the Bankruptcy Act 1996 (as amended).
3. You represent to the Supplier that you are authorised to make this application.
4. You acknowledge that the submission of this application does not automatically result in the granting of a credit account by the Supplier.

**PERSONAL PROPERTY SECURITIES ACT (2009)**

1. The customer consents to TSS Grain Pty Ltd/ Tasmanian Stockfeed Services Pty Ltd affecting a registration on the PPSA register where it deems it necessary. The customer agrees to provide all reasonable assistance required facilitating the registration and that, by signing, that this agreement is a security agreement for the purposes of the PPSA

**DETAILS OF SOLE TRADER, ALL PARTNERS, DIRECTORS & TRUSTEES**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ D.O.B: \_\_\_\_\_  
 Home Address: \_\_\_\_\_ Drivers Licence No.: \_\_\_\_\_  
 Position: \_\_\_\_\_ Date: \_\_\_\_\_  
 Witness Name: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

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Name: \_\_\_\_\_ Signature: \_\_\_\_\_ D.O.B: \_\_\_\_\_  
 Home Address: \_\_\_\_\_ Drivers Licence No.: \_\_\_\_\_  
 Position: \_\_\_\_\_ Date: \_\_\_\_\_  
 Witness Name: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

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Name: \_\_\_\_\_ Signature: \_\_\_\_\_ D.O.B: \_\_\_\_\_  
 Home Address: \_\_\_\_\_ Drivers Licence No.: \_\_\_\_\_  
 Position: \_\_\_\_\_ Date: \_\_\_\_\_  
 Witness Name: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

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**DIRECTORS / PERSONAL GUARANTEE**

In consideration of the Supplier agreeing to grant credit on the terms and conditions mentioned above to the Customer,

\_\_\_\_\_ of \_\_\_\_\_

And \_\_\_\_\_ of \_\_\_\_\_ (“the Guarantor”)

hereby covenant with the Supplier as follows:

1. The Guarantor jointly and severally (if more than one) guarantee the full and punctual payment of all sums payable by the Customer to the Supplier and the due compliance and observance by the Customer with any of the terms and conditions mentioned in this Credit Account Application.
2. This Guarantee shall be enforceable by the Supplier without first having taken any steps or proceedings against the Customer.
3. This Guarantee shall be a continuing Guarantee and shall remain in full force and effect until such time as the Customer’s obligations pursuant to the Credit Account have been satisfied in full.
4. The Guarantor confirms having read the terms and conditions of the Credit Account Application and the terms and conditions of this Guarantee and confirms that he/she/they/it understands:
  - (a) That by signing this Guarantee that he/she/they/it is guaranteeing the payment by the Customer of all moneys payable to the Supplier and any other terms and conditions of this Credit Account.
  - (b) The giving of the Guarantee involves considerable risk and may expose each of the Guarantors to the risk of significant claims which may include loss of property and money.

**Executed as an agreement**

**GUARANTOR PRIVACY CONSENT**

- I/We have each read and agree to the Privacy Authority section in this Credit Account Application

**SIGNATURE OF GUARANTORS**

Name of commercial credit applicant (the “Customer”):

	1	2	3
Name:			
Signature:			
Date:			
Position:			
<b>THE APPLICATION FOR CREDIT MUST BE WITNESSED BY AN INDEPENDENT THIRD PARTY</b>			
Witness Sign:			
Witness Name:			
Witness Date:			

Insert extra pages as needed.

**DETAILS OF BUSINESS REFEREES**

1.  
Contact Name: \_\_\_\_\_  
Business Trading Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

2.  
Contact Name: \_\_\_\_\_  
Business Trading Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

3.  
Contact Name: \_\_\_\_\_  
Business Trading Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Please return by email to [mel@tasstockfeed.com.au](mailto:mel@tasstockfeed.com.au) or mail to [PO Box 646 Launceston TAS 7250](#)

**OFFICE USE**

Debtor Code: .....

Agent's Report: .....

Credit Limit: \$.....

Comments: ..... (Approved/ Entered)

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Please return by email to [mel@tasstockfeed.com.au](mailto:mel@tasstockfeed.com.au) or mail to [PO Box 646 Launceston TAS 7250](#)