



BROUN & CO GRAIN P/L

APPLICATION FOR A COMMERCIAL CREDIT ACCOUNT

Account Name (the applicant):

Business Address:

Postal Address:

Contact Name and Position:

Please circle: Sole Trader Partnership Company Other

If Company: Directors Full Name & Home Address:

1.....

2.....

3.....

Date business established & ACN No. if Company:.....

Owner(s)/Shareholder(s) of business. (Please provide name(s) and percentage shareholding):

.....
.....

Please circle: Premises are: Owned Rented Leased

ABN: Bank: Branch:

Telephone No : Mobile :

Fax No : Email Address:

Paid up Capital/retained earnings of Company:

Name & Address of accountant or auditor:

.....

Trade references (3 required): (Please provide trading name and contact person)

1. Name : Phone:
Address: Fax:
2. Name : Phone:
Address: Fax:
3. Name : Phone:
Address: Fax:

Credit amount applied for:

TERMS & CONDITIONS

1. Terms & conditions of sale shall apply & are acknowledged.
2. An approved credit account will be subject to a credit limit.
3. Balance sheet information will be supplied if requested.
4. Any change in respect of ownership, legal entity and/or address will be notified to Broun & Co in writing immediately.
5. If Broun & Co consider it relevant to assessing this application for commercial credit Broun & Co is authorised to obtain a credit report containing personal information about the applicant from a credit reporting agency in relation to commercial credit provided by Broun & Co.
6. Broun & Co may give to & seek from any credit provider named in this credit application & any credit providers that may be included in a credit report issued by a credit reporting agency, information including any credit arrangement. This information can include any information about applicants credit worthiness, credit standing, credit history and / or credit capacity that credit providers are allowed to give and/or receive from each other under the Privacy Act.
7. The applicant authorises the bank & trade referees listed in the credit application to release information to assist Broun & Co in considering this application.
8. The applicant, if a company, acknowledges that this application will not be considered unless attached Guarantee has been properly completed & signed by each director of the applicant.
9. The applicant acknowledges that Broun & Co at its absolute discretion may cancel without notice all credit trading facilities granted to the applicant.
10. The applicant is not entitled to deduct from any amount owing to Broun & Co any set-off, Counter claim or other sum without Broun & Co's written consent.
11. The applicant declares that as at the date of this credit application the applicant is solvent & able to pay its accounts according to normal trading terms.
12. The applicant warrants that the information contained in this application is true & correct.

Signature.....Title / Position:

Name of signatory..... Date:

Witness (name):

Witness (signature):



BROUN & CO GRAIN P/L

DEED OF GUARANTEE AND INDEMNITY ("Guarantee")

- A. The Guarantors listed below acknowledge that (*insert your company name*) (ACN.....) ("Customer") has, at the request of the Guarantors, submitted an application to be supplied credit by the Seller.

OPERATIVE PROVISIONS:

- 1 The Guarantors:-
 - (a) guarantee punctual payment to the Seller of all amounts which the Customer does now or may at any time in the future owe to the Seller;
 - (b) guarantee punctual and correct compliance with all obligations (including payment obligations) which the Customer owes now or may in the future owe to the Seller; and
 - (c) indemnify against any loss it may suffer if the Customer does not meet any of its obligations.
- 2 This Guarantee creates a principal obligation from the Guarantors to the Seller and it is in addition to any security which the Seller holds from the Customer. This Guarantee may be enforced without the Seller having to take any steps against the Customer or its security.
- 3 This Guarantee is not affected and is still enforceable;
 - (a) if any amount owing to the Seller by the Customer is not recoverable by the Seller for any reason at all;
 - (b) if the Seller does not comply with any law or any agreement with the Customer;
 - (c) if the Seller grants any time, release or other concession to the Customer or the Guarantors or any one or more of the Guarantors;
 - (d) if one or more of the Guarantors or any other party does not execute this Guarantee;
 - (e) in the event of death, incapacity, administration, bankruptcy or insolvency of the Customer or of any of the Guarantors;
 - (f) if a payment by the Customer or by any Guarantor to the Seller is set aside in bankruptcy, litigation or official management of the Customer or of any Guarantor;
 - (g) if a Guarantor ceases to be director of or be involved with the Customer or the status or structure of the Customer changes at all;
 - (h) if the Seller agrees to extend or increase, at any time any credit limit imposed on the Customer; or
 - (i) if any other thing occurs which could otherwise limit the effect of the Guarantee.
- 4 This Guarantee is a continuing guarantee and indemnity and is not wholly or partially discharged until all credit arrangements between the Seller and the Customer are ended, all amounts owing to the Seller by the Customer are paid, and all obligations of the Customer to the Seller are complied with in full.
- 5 Where there are two or more Guarantors their obligations are joint and several and none of them shall be discharged from their obligations under this Guarantee if:-
 - (a) this Guarantee is not enforceable against one of them or the liability of one of them ceases;
 - (b) any Guarantor dies; or
 - (c) if one of them is unable to perform his or her other obligations under this Guarantee.
- 6 The Guarantors agree to waive all rights inconsistent with the terms of this Guarantee.
- 7 Each Guarantor hereby charges with payment of the moneys and the compliance with all obligations secured by this Guarantee all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future. Each Guarantor agrees that if demand is made upon him or her or it by the Seller, that Guarantor will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required by the Company and against the event that he, she or it fails to do so within a reasonable time from being so requested, that Guarantor hereby irrevocably and by way of security appoints any credit manager or solicitor engaged by the Company to be his or her true and lawfully attorney to execute and register such instrument. The Guarantor authorises the attorney appointed pursuant to this clause to enter into conflict transactions within the meaning of the *Powers of Attorney Act 1998*.
- 8 **Personal Property Securities Act 2009 (Cth)** ("PPSA")
 - 8.1 The terms "financing statement", "financing change statement", "security agreement" and "security interest" have the meanings ascribed to those terms by the PPSA.
 - 8.2 The Guarantors acknowledge that this Guarantee constitutes a security agreement for the purposes of the PPSA and creates a security interest in all Goods previously supplied by the Seller to the Customer (if any),

Broun & Co Grain Pty Ltd

Suite 8/85 Marsh Street Armidale NSW 2350

Ph: (02) 6772 0077 Fax: (02) 6772 0388 Web: www.brounandco.com.au

