

**COMMERCIAL CREDIT APPLICATION (7 DAYS ) FOR**

**MONIN SEAFOODS PTY LTD A.C.N 151 551 361**

**PO Box 160 Pacific Palms NSW 2428**

**Telephone: 02 6555 9189 Fax: 02 6555 9649 [sales@moninseafoods.com.au](mailto:sales@moninseafoods.com.au)**

**APPLICANT'S NAME:**.....

**TRADING AS:**.....

**A.C.N:**..... **ABN:**.....

**POSTAL ADDRESS:**.....

**DELIVERY ADDRESS:**.....

.....

**PH:**..... **FAX:**..... **MOB:**..... **EMAIL:** .....

**NAMES AND ADDRESSES OF ALL DIRECTORS/PARTNERS/PROPRIETORS**

**FAMILY NAME**                      **GIVEN NAMES**                      **ADDRESS**                      **DATE OF BIRTH**

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

**PUBLIC COMPANY:**.....**PRIVATE COMPANY:**..... **PARTNERSHIP:**..... **SOLE TRADER:**.....

**IS THE APPLICANT AFFILIATED WITH, CONNECTED WITH, OR A SUBSIDIARY OF A TRADING GROUP OR HOLDING COMPANY? YES/NO**

**IF SO GIVE THE NAME AND ADDRESS OF THE PRINCIPAL**

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**COMMENCED:**..... **IF LESS THAN 6 MONTHS AGO, PLEASE ATTACH DETAILS OF MANAGEMENT'S**

**PREVIOUS BUSINESS EXPERIENCE:** .....

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**PAID UP CAPITAL \$:**..... **ANNUAL SALES \$:**..... **TYPE OF BUSINESS:**.....

**ASSETS \$:**.....

**CREDIT REQUIRED PER MONTH:** ..... **PREMISES: RENTED** ..... **OWNED** .....

**SALES TAX NO:** ..... **ORDER NO REQUIRED** ..... **YES/ NO**

**THREE TRADE REFERENCES**

**NAME**                      **PHONE**                      **FAX**

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.....  
.....

**BANK REFERENCE**

**BANK/BRANCH** ..... **ACC NAME:**..... **ACC NO** ..... **BSB NO:**.....

**PRIVACY AUTHORITY**

I/We authorise Monin Seafoods Pty Ltd A.C.N 151 551 361 (MS) to do the following –

- Give credit reporting agencies personal information about me/ us of the kind set out in Section 18E(1) including Information contained in this application, information about payments, which are overdue more than 60 days Where recovery action has been taken, and in MS’s opinion that I/We committed a serious credit infringement.
- Obtain from a credit reporting agency a credit report containing personal information about me /us as covered by Section 18(1)(b) and (h).
- Give to and obtain credit providers information about my/our credit arrangements of the kind described in section 18N (1) (b) including information about my credit worthiness, credit standing, credit history or credit capacity

**STANDARD CONTRACT TERMS**

- I/We have read and understand your Standard Contract Terms.
- I/We agree that your Standard Contract Terms current at the time apply to transactions between us.

**CREDIT APPLICATION**

- I/We declare that the information in this application is correct.
- You may stop providing further credit at any time.
- I/We acknowledge that failure to comply with your Standard Contract Terms will cause the withdrawal of credit facilities and lead to subsequent legal action
- You are not required to inform me/us of the amount of credit you decide to give me/us.
- I/We understand that you may give credit for a different amount than is asked for in this application.

**SIGNATURE OF APPLICANT**

Signature .....

Name .....

Position .....

Date .....

Witness .....

**STANDARD CONTRACT TERMS**

These terms form part of each agreement between the supplier and the customer for supply of seafood products by the supplier.

- (a) The customer agrees to pay the supplier within fourteen days from the date of invoice.
- (b) If the customer defaults in payment under this agreement;
  - (i) the customer must pay interest of 15.00 % per annum on all unpaid invoices.
  - (ii) the customer agrees to indemnify the supplier against any debt collection charges or legal costs it incurs in recovering overdue invoices.
- (c) In any recovery proceedings, the customer agrees that it will not apply to change the venue of those proceedings if they are commenced by the supplier at a venue within 50 kilometers of the supplier’s place of business.
- (d) Each agreement arising from this Application for credit is governed by the laws of the State of New South Wales.
- (e) Products are to be checked and deemed satisfactory at the time of delivery, and all order are to be signed for at such time.
- ( f ) MS will not accept any liability for products after time of delivery.

## PERSONAL GUARANTEE

- In consideration of Monin Seafoods Pty Ltd A.C.N 151 551 361 (MS) agreeing to supply seafood products on credit to the applicant at my/our request, I/We Guarantee separately and together to MS the performance by the applicant of each obligation under an agreement between the applicant and MS.
- I/We each agree to pay MS on demand any money payable to MS by the applicant plus expenses incurred by MS as a result of default by the applicant or by us.
- I/We each charge with the payment of the moneys secured by this Guarantee all my /our beneficial interest in land held now or in the future by me/us. I/We agree that if demand is made to me/us by MS, I/ We will immediately execute a mortgage or other instrument as requested by MS. If I/We fail to do so within a reasonable time of being so required, I/We hereby irrevocably and by way of security, appoint any credit manager or solicitor engaged by MS to be my/our true and lawful attorney to execute and register such instrument. I/We consent to MS lodging a caveat against real property owned by me/ us to protect MS interest under the Guarantee. I/We agree to waive all rights inconsistent with anything in the Guarantee.
- MS is not required to inform me/us of the amount of credit it gives the applicant. This Guarantee is not limited to the amount shown in this application as CREDIT REQUIRED PER MONTH. I/We understand that MS may give to the applicant more credit than the applicant has asked for in this application.
- This Guarantee is a continuing Guarantee and operates even if MS has given the applicant time to pay, the applicant becomes insolvent, MS stops supplying credit to the applicant, an agreement between MS and the applicant is unenforceable for any reason or MS does not act promptly to enforce it's rights.
- I/We understand that we may only withdraw from this guarantee after giving MS 14 days prior written notice. Even then this Guarantee will continue in force for all agreements entered into between the applicant and MS before the Guarantee is withdrawn.

## PRIVACY AUTHORITY

- I/We agree that for the purpose of assessing whether to accept me/us as guarantors for credit provided to the applicant MS may obtain from a credit-reporting agency a credit report containing personal information about me/us.

I/We the undersigned hereby jointly and severally guarantee to MS the due payment by the applicant.  
I/we shall deemed to become the principal debtor to MS and agree that the guarantee shall not in any way be affected by MS granting time or other indulgences to the customer and that the guarantee shall bind my/our representatives.

## SIGNATURE OF GUARANTORS

### GUARANTOR -1

SIGNED: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

CURRENT ADDRESS: \_\_\_\_\_

SIGNATURE OF THE WITNESS: \_\_\_\_\_

NAME OF THE WITNESS: \_\_\_\_\_ OCCUPATION: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200

### GUARANTOR -2

SIGNED: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

CURRENT ADDRESS: \_\_\_\_\_

SIGNATURE OF THE WITNESS: \_\_\_\_\_

NAME OF THE WITNESS: \_\_\_\_\_ OCCUPATION: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200