

# Credit Application Form

About this form: To complete this form you will need to:

- Complete all relevant questions on this form
  - Accept and sign our terms and conditions of credit
  - Sign the Guarantee & Indemnity
  - Provide copies of the following documents:
    - Photo ID
- \* Complete the direct debit request form (if applicable)

Please send original signed form to Eggs Direct.



---

## 1. Please give details of your company or business entity

Registered name of company or business entity.

Trading name if applicable

ABN

Eggs Direct Customer Number

---

## 2. Address and contact details of the business

Street Address

Suburb

State

Post Code

Phone

Fax

Postal Address (If applicable)

Suburb

State

Post Code

Email

# Credit Application Form



### 3. Names and contact details of...

Directors/Proprietors (Title/Given name/Surname)

Office/Retail Manager

Phone

Directors/Proprietors (Title/Given Name/Surname)

Contact for Accounts Payable

Phone

---

### 4. Bank Account Details and Authority

Name of Bank

Branch Name

I/We

Account Name

BSB

Account Number

and

Authorise you, Eggs Direct, and Commonwealth Bank to seek an opinion from our Bank.

# Credit Application Form



## 5. Trade References & Credit Providers

Reference 1: Name:

Phone

Reference 2: Name:

Phone

## 6. Director's/Proprietor's/Trustee's Personal Guarantee:

I/We being duly authorised Directors/Proprietors/Trustee of the Applicant having applied for credit with The Creditor agree on behalf of myself/ourselves and the Applicant to the Terms of Trading printed below and personally guarantee the due performance by the Applicant of those terms and payment of any monies due or payable and all debts incurred by the Applicant to The Creditor.

**\*\* Please note witnesses must be a separate third party and at a different home address from the applicant. E.G. Directors/Owners/ Relatives cannot witness for each other. \*\***

Directors/Proprietors (Title/Given name/Surname)

Phone No:

Home Address

Driver's License No:

Date Of Birth

Signature

Witness Name

Address

Signature

Date

# Credit Application Form



Directors/Proprietors (Title/Given name/Surname)

Home Address

Date Of Birth

Witness Name

Signature

Phone No:

Driver's License No:

Signature

Address

Date

# Terms and Conditions of Credit



---

## TERMS OF TRADING

These Terms of Trading regulate the way The Creditor will supply goods on credit to the Applicant. The Applicant must comply with the terms in relation to supplies of the goods made on credit by The Creditor to the Applicant.

The applicant is not entitled to any credit facilities from The Creditor until it receives a written notice from The Creditor that the credit facilities have been granted. Until the Applicant receives a notice that credit facilities have been granted, all goods supplied by The Creditor to the Applicant must be pre-paid at the time of order by the Applicant.

Any credit provided to the Applicant is solely for the purpose of allowing the Applicant to purchase the goods from The Creditor.

The Customer agrees to adhere to the following terms and conditions of these Terms of Trading:

1. The Customer hereby warrants that the information comprised in the Credit Application is true, complete, accurate and correct, and is supplied for the purpose of obtaining commercial credit.
2. The Customer warrants that the persons' signatures appearing on this Credit Application are duly authorised by the Customer to apply for credit and execute this Credit Application and Terms of Trading.
3. The Customer declares and warrants that as at the date of this Application, the Customer is solvent and able to pay its accounts according to normal trading terms.
4. Notwithstanding any implication of law to the contrary, all contracts between the Customer and the Creditor shall by mutual consent be subjected to the jurisdiction of the State of Victoria.
5. Any claim for non-delivery, shortage in supply or damage occurring during the course of delivery must be in writing to The Creditor within 24 hours of delivery. Any claim rejected by a customer must be in writing to The Creditor within 24 hours of the claim.
6. All accounts are to be settled in full within **7 days of the date of the invoice** or as otherwise specified by The Creditor.
7. The Creditor's return policy on damaged stock does not apply to any accounts that have at any stage gone past the 7-day payment terms.
8. If the Customer defaults in the payment of the monies due, then all monies due to The Creditor shall immediately become due and payable and shall be paid by the Customer within 7 days of the date of demand. The Creditor is entitled to charge interest on all amounts not paid by the due date for payment and the Customer undertakes to pay any interest charged on unpaid amounts. Such interest shall be calculated on a daily basis from the due date for payment until the date The Creditor receives payment at a rate up to but not exceeding 2% per month.

Any expenses, costs or disbursements incurred by The Creditor in recovering any outstanding monies including Debt Recoveries Australia's debt collection agency fees, other mercantile agency fees and/or solicitor's costs will be paid by the Customer provided that those fees do not exceed the scale charges as charged by that debt collection agency/solicitor.

9. The Creditor shall be entitled without notice to terminate any credit arrangement with the Customer in the event of the Customer defaulting on any of these Terms of Trading.
10. The Creditor may from time to time place a limit on the amount of credit available to the Applicant and may also amend that limit from time to time.
11. The Creditor shall be entitled at any stage to require such security or additional security as The Creditor shall in its discretion think fit and shall be entitled to withhold supply of any goods or credit arrangements until such security or additional security is provided or for any other reason at The Creditor's discretion.
12. Risk in the goods passes to the Customer on delivery by The Creditor.
13. Title to the goods does not pass to the Customer until all monies owed by the Customer to The Creditor on any account have been paid. Until full payment is received, the Customer will be the Bailee of the goods in its possession and title to the goods will remain with The Creditor. The goods in the Customer's possession must be clearly identifiable as the property of The Creditor. The Customer may sell the goods in the ordinary course of its business but does so as fiduciary agent of The Creditor. If the Customer fails to pay any debt due to The Creditor by the date for payment, The Creditor may re-take possession of the goods. All costs of such repossession of goods by The Creditor will be payable by the Customer. Such rights shall be without prejudice to The Creditor's right to claim damages from the Customer for breach of contract. The Customer irrevocably authorises The Creditor and its servants and agents to enter upon the Customer's premises without notice at any time, for purposes of examination or recovery of the goods.
14. The Customer shall indemnify The Creditor against any loss or expense, including debt collection costs arising from the Customer breaching these Terms of Trading on a full indemnity basis.
15. These Terms of Trading shall not exclude, limit, restrict or modify the rights, entitlements and remedies conferred upon the Customer or the liabilities imposed upon The Creditor by any condition or warranty implied by a Commonwealth, State or Territory Act or Ordinance, rendering void or prohibiting such exclusions, limitation, restriction, or modification.
16. If any of these Terms of Trading is or becomes for any reason wholly or partly invalid, that term shall to the extent of the invalidity to be written down to maintain its intended purpose where permissible by law or severed without prejudice to the continuing force and validity of the remaining terms.
17. If the Applicant is acting as a trustee, (Whether disclosed or not) the Applicant acknowledges that the trustee shall be liable on the account and that in addition the assets of the trust shall be available to meet payment of the account and a copy of the Trust Deed shall be provided upon demand.
18. The Customer must notify The Creditor at least 14 days prior to any proposed changes of ownership, change in registered particulars, alteration, addition to shareholding or directorship, application for winding up or liquidation and any other change, alteration or addition to the Customer's internal structure. The Customer must provide The Creditor with full details of the proposed change, alteration or addition. The Creditor may in its absolute discretion require security or additional security as The Creditor in its discretion think fit and shall be entitled to withhold supply of any goods or credit arrangements until such security or additional security is provided.

If the Customer does not notify The Creditor of a proposed change, The Creditor may rely on any directors/proprietors' personal guarantees provided and such personal guarantees are not affected nor released or discharged by the change and such directors/proprietors will remain liable under the personal guarantee unless otherwise specifically release from the guarantee by consent in writing.

19. The Customer acknowledges that the *Privacy Act 1988* (Cth) (**Act**) allows The Creditor to give a credit reporting agency certain personal information about the Customer. The information which may be given to an agency is referred to in the Act and includes: particulars to identify the Customer; the fact that the Customer has applied for credit and the amount; the fact that The Creditor is a credit provider to the Customer; payments which become overdue more than 60 days, advice that payments are no longer overdue; cheques of \$100 or more drawn by the Customer which a Bank has dishonoured more than once; in specified circumstances, that in the opinion of The Creditor, the Customer has committed a serious credit infringement; that the credit provided to the Customer by The Creditor has been discharged.
20. To enable The Creditor to assess the Customer's Credit Application, the Customer authorises The Creditor as follows:
  - A. If asked to provide commercial credit, obtain from a credit reporting agency a credit report containing personal credit information about the Customer.
  - B. If asked to provide a personal credit, to use a credit report containing information about the Customer's commercial activities or commercial creditworthiness from a business that provides information about the commercial creditworthiness of a person. This is in accordance with the Act.
21. The Customer acknowledges and agrees that The Creditor is entitled to undertake all necessary enquiries, investigations, and assessments to ensure the accuracy of the information provided in the Credit Application, and further, that such information, as verified, may be used by The Creditor, and any authorised agent, employee, or subcontractor engaged by The Creditor, for the purpose of reviewing, vetting, monitoring, and if necessary, actioning the Customer's use and performance the operation of the credit facility, including recovery of any outstanding account balance.
22. Each of the Director's/Proprietor's guarantees shall be a continuing guarantee to The Creditor for all debts whatsoever and where so contacted by the Customer with The Creditor in respect of goods supplied or to be supplied. The Creditor may exercise its rights under any such guarantee without first having recourse to the Customer
23. The Creditor may vary these terms at any time by giving 7 days' notice to the Applicant in writing specifying the variation.

---

The Directors/Proprietors/Trustee acknowledges the above Terms of Trading and upon acceptance of this Credit Application by The Creditor by the way of written notice agree to be bound accordingly. The Applicant further agrees to the obtaining and use of credit information as stated in clauses 11, 12 and 13.

**Director's/Proprietor's/Trustee's Signature:**

**Print Name:**

**Position:**

**Date:**

**Director's/Proprietor's/Trustee's Signature:**

**Print Name:**

**Position:**

**Date:**

OFFICE USE ONLY:

Credit Limit Approved: \$ \_\_\_\_\_ Trading Terms Approved: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Account Number: \_\_\_\_\_