



MOSES & SON

CREDIT APPLICATION-QF-209

A.B.N 24 000 899 847
Woolbrokers since 1920
1-3 Ironbark Street Temora
PO Box 85 Temora, NSW 2666
P: 02 6977 3100 F: 02 6978 0008
E-mail: sheree@mosesandson.com.au
Website: www.mosesandson.com.au



I/we hereby apply for a Credit Account with B A Moses Pty Ltd.

Trading Name: _____

Full Name of Company/
Partnership/Other: _____

A.B.N: _____

Billing Address: _____

Street Address: _____

State: _____ Postcode: _____ Phone: _____ Fax: _____

Legal Entity: Company Partnership Sole Trader Other

Type of Business: _____

Details of Authorised Manager / Director:

Name: _____

Address: _____

Position: _____ Phone: _____

Email: _____

Accounts Payable Contact:

Name: _____

Position: _____ Phone: _____

Email: _____

Invoices to be electronically emailed to:

Primary

Name: _____

Email: _____

Phone: _____

Secondary

Name: _____

Email: _____

Phone: _____

Credit Limit:

Expected purchases
/Month \$ _____

Supplier / Trade References (Excluding Utilities)

Phone: _____
Phone: _____
Phone: _____

REPRESENTATION WARRANTY AND ACKNOWLEDGEMENT

I/we **HEREBY REPRESENT AND WARRANT** that the information set out in this application is true and correct **AND ACKNOWLEDGE** that Moses and Son will rely upon the information provided and is hereby induced to grant credit to me/us.

Signature: _____ Printed Name _____

Date: _____

GUARANTEE

To: BA Moses Pty Ltd of 1-3 Ironbark Street, Temora NSW, 2666 ("Moses and Son"). In consideration of Moses and Son agreeing to supply and/or continuing to supply to

Customer Name: _____

With goods and/or services from time to time, I/we the undersigned HEREBY JOINTLY AND SEVERALLY agree with Moses and Son as follows:

1. To be personally liable to Moses and Son for the due payment by the customer of all monies now or from time to time hereafter owing to Moses and Son on any account or any manner whatsoever by the customer either directly or indirectly and either alone or jointly with any other person, firm and/or corporation, and including but without limiting the generality of the foregoing any interest accruing on any monies owing or unpaid and any legal costs and disbursements incurred by Moses and Son in enforcing payment by the customer of such monies.
2. This Guarantee shall constitute a continuing guarantee to Moses and Son for all monies which are now or may from time to time be owing or remain unpaid.
3. This Guarantee shall not be avoided, released or effected by Moses and Son making any variation or alteration in the terms of the agreement made with or to be made with the customer.
4. Moses and Son may without effecting this Guarantee grant time or other indulgence to or compound or compromise with or release the customer or any co-guarantor of this Guarantee or any other person or corporation whatsoever or release, abandon, vary, relinquish or renew in whole or in part any security asset or right held by Moses and Son.
5. Any payment made to Moses and Son and later avoided by the application of any Statutory Provisions shall be deemed not to discharge the guarantor's liability and that in such event, the parties hereto are to be restored to the rights which each respectively would have had if the payment had not been made.
6. This Guarantee shall be revocable at any time as to further transactions by one month's notice in writing given to Moses and
7. Son or Moses and Son's duly authorised agent by the guarantor or in the case of death by the guarantor's personal representative.
8. It is expressly declared that notwithstanding the fact that this Guarantee may be intended or expressed to be executed and given by more than one person the same shall in fact be a valid and effectual guarantee binding against such person or persons as shall execute the same forthwith upon their execution thereto and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
9. This Guarantee and the construction and interpretation of it shall be governed by the laws of the State of New South Wales and/or the Commonwealth Legislation. in force for the time being and from time to time and the parties to this Guarantee irrevocably submit generally and unconditionally to the jurisdiction of the Courts of the State of New South Wales in respect of all claims, proceedings and matters arising out of or in respect of this Guarantee.
10. To charge with payment of any indebtedness due herein to Moses and Son all beneficial interest (freehold and leasehold) in land and personal property held now or in the future by me/us. I/we agree that if demand is made by Moses and Son, upon receiving such a demand I/we will immediately execute a mortgage or other instrument of security, or consent to a caveat as required and against the event that I/we fail to do so within a reasonable time of being so requested I/we hereby irrevocably and by way of security appoint any credit manager or solicitor engaged by Moses and Son to be my/our true and lawful attorney to execute and register such instruments.

I/we agree to the Terms of Trade and personally guarantee payment of any amount which is due or owing which may hereafter become due or owing. I/we further undertake to pay all debt collection incurred resulting from any default on overdue amount.

Signature: _____

Date: _____

Printed Name: _____

Position: _____

Witness Signature: _____

Printed Name: _____

To: BA Moses Pty Ltd of 1-3 Ironbark Street, Temora NSW, 2666 ("Moses and Son")

I/We the Customer named above (variously in this application called "I/we" and "me/us") agree, declare and acknowledge that:

- a) If this application is accepted by Moses and Son, all of its Conditions of Sale as amended from time to time ("Terms") will be binding on me/us; and
- b) I/We have been given, read and understood the Terms currently employed by Moses and Son at the time of completing this application.

DECLARATION FOR THE UNIFORM CONSUMER CREDIT CODE:

I/We declare that the credit to be provided to me/us by Moses and Son is to be applied wholly or predominantly for business and/or investment purposes.

(Important: You should not sign this declaration unless the credit applied for is wholly or predominantly for business and/or investment purposes. In signing this declaration you may lose your protection under the Consumer Credit Code.)

I/We consent to and authorise Moses and Son:

- a) to request a credit report containing information about my/our consumer or commercial credit arrangements from a credit reporting agency for the purposes of assessing this application or in connection with the attached Guarantee and Indemnity;

- b) to give a credit reporting agency information to allow the credit reporting agency to create and maintain a credit information file containing information about me/us;
- c) to disclose a credit report or any personal information derived from the credit report, and any information about my/our personal or commercial credit arrangements to Moses and Son, any agent of Moses and Son assisting in processing the application and any other provider of credit to me/us named in this application in a credit report from a credit reporting agency; and
- d) to notify and exchange information with other credit providers and any collection agent of Moses and Son.

I/We understand that the information permitted to be disclosed under the Privacy Act 1988 (Cth) includes:

- a) details to identify me/us – that is, name, sex, date of birth, current and 2 previous addresses, current or last known employer, and driver's licence number,
- b) the fact that I/we have applied for credit, the amount, or that Moses and Son is a current credit provider to me/us,
- c) advice that payments previously notified as unpaid are no longer overdue,
- d) payments overdue for at least 60 days and for which collection action has started,
- e) cheques for more than \$100 drawn by me/us which have been dishonoured more than once,
- f) in specified circumstances, that in the opinion of Moses and Son I/we have committed a serious credit infringement, and
- g) the fact that credit provided to me/us by Moses and Son has been paid or otherwise discharged.

PRIVACY

I/we understand that I/we need not give any of the personal information requested in this application. However, without this information it may not be possible to process this application or provide me/us with an appropriate level of service. (Please note that if the form is not signed below then Moses and Son cannot contact the trade references provided above and the application cannot be processed)

Signature: _____ **Date:** _____

Signature: _____ **Date:** _____

CONDITIONS OF SALE ("Terms")

1. DEFINITION

In these terms and conditions:

"Goods" means all products and services agreed to be supplied by Moses and Son or a supplier which has entered into an arrangement with Moses and Son to supply products or services to the Customer under any contract, arrangement or understanding between Moses and Son and the Customer including but not limited to goods described in any invoice Moses and Son issues to the Customer;

"Contract" means any contract for the sale or supply of Goods entered into between Moses and Son and the Customer and includes these Conditions of Sale;

"Customer" means the person making the application or entering into a Contract with Moses and Son;

"Moses and Son" means BA Moses Pty Ltd ABN: 24 000 899 847 and controlled entities, its agents, servants and employees and any related bodies corporate as defined in the Corporations Law (if such related body corporate is named as the party making or accepting the Customer's order of Goods).

2. STATUTORY PROVISIONS

These terms and conditions:

(a) shall be subject to the provisions of the Competition and Consumer Act 2010, any statutory amendment or re-enactment thereof for the time being in force and any other relevant and applicable State and/or Commonwealth legislation ("the Statutory Provisions"); (b) unless Moses and Son otherwise agrees in writing, these are the only terms and conditions of sale to which Moses and Son will be bound and the Customer agrees that these terms and conditions will in all circumstances prevail over the Customer's terms and conditions of purchase (if any); and (c) supersede and exclude all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of the Goods including, but not limited to, those relating to the performance of the Goods or the results that ought to be expected from using the Goods.

3. LIABILITY OF MOSES AND SON

Moses and Son will not be liable for any loss or damage whatsoever suffered by the Customer as a result of any act, omission or statement made by Moses and Son, its employees, contractors or agents whether negligent or not, except that nothing in these Terms limits any liability imposed by any statute unless or to the extent that it is lawful to do so.

4. TITLE

(a) Title to and property in the Goods shall not pass to the Customer and is reserved to Moses and Son until the total purchase price for the Goods and any other amounts outstanding to Moses and Son from the Customer have been paid in full. (b) The Customer acknowledges that until title in and to the Goods passes to the Customer in accordance with this clause, the Customer holds the Goods as bailee of Moses and Son and that a fiduciary relationship exists between the Customer and Moses and Son. (c) Until title in and to the Goods passes to the Customer in accordance with this clause the Customer shall store the Goods separately and in such a manner that they are clearly identified as the property of Moses and Son and shall insure the Goods with a reputable insurer until title passes to the Customer. Moses and Son shall be entitled at any time until title in and to the Goods passes to the Customer to demand evidence of such insurance and the return of the Goods and shall be entitled without notice to the Customer and without liability to the Customer to enter any premises occupied by the Customer in order to search for and remove the Goods. If the Customer sells any of the Products while money is owed to Moses and Son, the Customer must keep the proceeds of the sale in a separate account and not mix them with any other funds. (d) If the Customer uses the Products in some farming or manufacturing or construction process of its own or of some third party, then the Customer shall hold such part of the proceeds of such farming or manufacturing or construction process as relates to such Products in trust for Moses and Son. Such part shall be deemed to equal in dollar terms the amount owing by the Customer to Moses and Son and at the time of payment of such proceeds the Customer's obligation to pay the amount owed for such Products will be discharged. (e) If the Products are resold, or goods using or reselling the Products are grown or manufactured and resold by the Customer, the Customer holds all of the book debts owed in respect of such sales and proceeds of such sales in trust for Moses and Son. Such part of the book debts and proceeds shall be deemed to equal in dollar terms the amount owed by the Customer to Moses and Son at the time of the receipt of such book debts.

5. PERSONAL PROPERTY SECURITIES ACT 2009

(a) The Customer acknowledges that the Contract constitutes a security agreement for the purposes of section 19 or 20 of the Personal Property Securities Act 2009 ("PPSA") and that a security interest exists in all goods (and their proceeds) previously supplied by Moses and Son to the Customer (if any) and in all future Goods (and their proceeds). (b) The Customer will execute documents and do such further acts as may be required by Moses and Son to register the security interest granted to Moses and Son under the Contract under the PPSA. (c) Until ownership of the Goods passes, the Customer waives the Customer's rights under the following provisions of Part 4 of the PPSA: (i) to receive a notice of intention of removal of an accession (section 95); (ii) to receive a notice that Moses and Son decides to enforce its security interest in accordance with land law (section 118); (iii) to receive a notice of enforcement action against liquid assets (section 121(4)); (iv) to receive a notice of disposal of goods by Moses and Son purchasing the Goods (section 129); (v) to receive a notice to dispose of Goods (section 130); (vi) to receive a statement of account following disposal of goods (section 132(2)); (vii) to receive a statement of account if no disposal of Goods for each 6 month period (section 132(4)); (viii) to receive notice of any proposal of Moses and Son to retain Goods (section 135); (ix) to object to any proposal of Moses and Son to either retain or dispose of Goods (section 137); (x) to redeem the Goods (section 142); (xi) to reinstate the security agreement (section 143); (xii) to receive a notice of any verification statement (section 157(1) and section 157(3)); (d) The Customer further agrees that where Moses and Son has rights in addition to those under Part 4 of the PPSA, those rights will continue to apply. (e) Until ownership of the Goods passes, the Customer must not give to Moses and Son a written demand or allow any other person to give Moses and Son a written demand requiring Moses and Son to register a financing change statement under the PPSA or enter into or allow any other person to enter into the register of personal property securities a financing change statement under the PPSA. (f) The Customer acknowledges that it has received value as at the date of first delivery of the Goods and have not agreed to postpone the time for attachment of the security interest (as defined in the PPSA) granted to us under these Conditions of Sale. (g) The Customer irrevocably grants to Moses and Son the right to enter upon the Customer's property or premises, without notice, and without being in any way liable to the Customer or to any third party, if Moses and Son has cause to exercise any of Moses and Son's rights under sections 123 or 128 of the PPSA, and the Customer shall indemnify Moses and Son from any claims made by any third party as a result of such exercise.

6. PAYMENT AND SERVICE CHARGES

Unless otherwise agreed expressly in writing, terms of payment shall be contained on the invoice. All payments made via credit card will incur a 1% surcharge. The Customer is not entitled to withhold any payments or to refuse payment on the grounds of counter claims which are disputed by Moses and Son. Should the Customer not pay within the time stipulated on the invoice or as otherwise agreed, Moses and Son shall be entitled to charge an overdue service charge on the amount outstanding as liquidated damages at the rate shown on the front of the invoice.

7. SUSPENSIONS OR CEASING SUPPLY

If any of the events set out in (i) to (v) below occur, Moses and Son may at its option withhold further deliveries or cancel the Contract without notice to the Customer and without prejudice to any other action or remedy which Moses and Son has or might otherwise have had, and all monies owing and outstanding to Moses and Son on any account whatsoever and irrespective of whether the due date on any statement of account has occurred or passed shall become immediately due and payable: (i) the Customer makes default in any payments or is unable or states that it is unable to pay its debts as and when they fall due; (ii) the Customer being an individual commits an act of bankruptcy or has a controller or trustee appointed in respect of the Customer's estate or any part of the Customer's property or assets; (iii) the Customer being a company passes a resolution for its winding up or enters into liquidation or has an application for winding up filed against it; (iv) a receiver, receiver and manager, controller or voluntary administrator is appointed over any part of the property or assets of the Customer; (v) the Customer experiences any analogous events having substantially similar effects to any of the events specified above. Notwithstanding (i) to (v) above, Moses and Son may at all times in its sole and unfettered discretion and without being under any duty or obligation to assign reasons therefore review, alter or terminate the Customer's credit limit or payment terms without notice. Without limiting the generality of the foregoing, the decision of Moses and Son shall be final and Moses and Son accepts no liability or responsibility for any loss, howsoever arising, incurred by the Customer due to the operation of this condition.

8. PALLETS & BULK CONTAINERS

Unless otherwise agreed to in writing all pallets on which Goods are delivered remain the property of Moses and Son and must be returned at the Customer's expense in good order and condition to the store of Moses and Son from which they were delivered. Moses and Son may levy a deposit charge for pallets and bulk containers which will be credited back upon their return. It is the Customer's responsibility to return empty returnable bulk containers (including bulk bags and bulk bins) in the same condition as they were supplied (fair wear and tear excepted) to the location from which they were supplied or other location nominated by Moses and Son. At all times bulk containers supplied by Moses and Son will remain the property of Moses and Son and must not be used for any commodity other than that contained in the bulk containers at the time of delivery.

9. GENERAL LIEN

In addition to any right of lien to which Moses and Son may be entitled under the common law, Moses and Son shall be entitled to exercise a general lien over all items in its possession belonging to the Customer until the Customer has paid in full for all Goods supplied by Moses and Son to the Customer. Moses and Son may in its sole discretion sell any item that is subject to the said lien, provided that Moses and Son shall pay to the Customer any surplus proceeds that are realised by it from a sale of any such items after discharging in full all monies outstanding to Moses and Son in respect of Goods that have been delivered by it to the Customer and all reasonable costs of sale incurred by Moses and Son. The Customer acknowledges that Moses and Son has a security interest (for the purposes of the PPSA) in these items, and the proceeds of these items, until the Customer has paid in full for all Goods supplied by Moses and Son in accordance with this clause.

The Customer will do anything required by Moses and Son to enable Moses and Son to register this security interest, with the priority Moses and Son requires, and maintaining that registration. Despite this requirement for registration of this security interest, and regardless of whether or not it is actually registered, Moses and Son may perfect this security interest by possession of the relevant items.

10. SEVERANCE

Each clause and subclause of these Terms is separate and independent. If any clause or subclause is found to be invalid or ineffective, the other clauses or subclauses will not be adversely affected.

11. GOVERNING LAW

The contract shall be governed and construed in accordance with the law in force in the State in which the application is received by Moses and Son. The Customer and Moses and Son hereto irrevocably submit to and accept, generally and unconditionally, the non-exclusive jurisdiction of any of the costs of that State as Moses and Son may elect with respect to any legal action or proceedings which may be brought at any time relating in any way to this Contract.

12. TRANSACTION TAX

Where a transaction tax, including a goods and services tax ("GST") and any transaction taxes that come into existence after the date of these terms and conditions, applies to any supply made under these terms and conditions, Moses and Son may recover from the Customer an additional amount on account of that transaction tax.

13. SET-OFF

Moses and Son in its sole and unfettered discretion may at any time set-off any amount owing by Moses and Son to the Customer on any account whatsoever, including any monies held by Moses and Son for or on account of the Customer, against any amount owing by the Customer to Moses and Son in respect of the Goods supplied by Moses and Son whether or not that amount has become due and payable.

14. NOTIFICATION OF CHANGE OF DETAILS

Where any change takes place in the Customer's trading structure or management, including any change of director, shareholder or any change in partnership or trusteeship notwithstanding any advice by the Customer, to Moses and Son, the Customer shall not continue to operate its credit account without Moses and Son's prior written consent, and the Customer shall remain liable for all amounts owed to Moses and Son until the whole amount (including service & other charges) has been paid in full to Moses and Son.

15. VARIATION OF TERMS

Moses and Son has the right to vary these Terms at any time by notice to the Customer and thereafter the varied Terms are binding on the Customer.

16. TRUSTS

These Terms bind the Customer both personally and as trustee of any trusts of which the Customer is trustee.

Office Use Only

Approved: Yes No

Authorised By:

Date:

Merlin:

