

Credit Account Application
CMJ Wholesale Meat and Catering Supplies

ABN 29 121 589 811

7-8 Concorde Way, Bomaderry, NSW, 2541
Telephone: (02) 4421 4744 Fax: (02) 4422 1959

Business Name

Contact Name Telephone

Delivery Address Postcode

Postal Address Postcode

Email Address Mobile

Business Telephone (....) Facsimile (....)

Nature of Business

APPLICANT

Trading Name ABN

Address

Date Commenced Trading Telephone

Number of Years in operation Number of Employees

Name of Accountant Contact Telephone

Owner of business premises

DETAILS OF DIRECTORS/PROPRIETOR/PARTNERS

Full Name	Address	Telephone	Date of Birth	Drivers Licence
...../...../.....
...../...../.....
...../...../.....
...../...../.....

Bank	Branch	Account No.
.....

Name on Cheque

Anticipated Purchases Weekly Monthly

BUSINESS REFERENCES

Company Name	Contact Name	Telephone Number
.....	(....)
.....	(....)
.....	(....)

Signature of Applicant ABN:

TERMS AND CONDITIONS

Definitions "CMJ" means CMJ Wholesale Meat and Catering Supplies Pty Limited ABN 29 121 589 811
"Customer" means the person or entity to whom the goods are hereby sold.
"Goods" means the goods sold by CMJ to the Customer, and includes the Applicant.

CMJ hereby agrees to sell to the Customer and the Customer hereby agrees to purchase from CMJ the Goods ordered by the Customer from time to time, in accordance with these Terms and Conditions.

The placing of an order by the Customer shall be an offer to purchase (in accordance with these Terms and conditions) which may be accepted by CMJ. The Customer's order may be written, verbal or electronic and may consist of a standing order or may be made from time to time.

The Customer acknowledges that the price of goods will vary from time to time and agree that the price for the goods shall be CMJ's prevailing price on the day of despatch. The Customer acknowledges that CMJ reserve the absolute right to vary or amend prices quoted in relation to future orders placed for the goods, provided that CMJ advises the Customer at least 7 days prior to despatch.

Delivery shall be made at the place notified by the Customer for that purpose, otherwise it shall be at the Customers trading address or Registered Business address. CMJ shall make a reasonable effort to deliver the goods within a reasonable time from the date of the order but shall not be liable for any delay or inability to deliver.

Any claim that the goods condition, or are not in accordance with the Customers order, shall be notified by the Customer to CMJ at the time of delivery in writing. Unless so notified the Goods shall be conclusively presumed to be in accordance with the Customers order.

Plastic tubs or containers remain the property of CMJ and are returnable to CMJ unless a security deposit for the plastic tubs or containers is paid by the Customer. The security deposit shall be returned to the Customer upon the return of the tubs or containers.

Title to any of the goods shall not pass until such time as the Customer pays the full price of all the goods supplied by CMJ. Until that time the Customer shall be Bailee only. Until title vests in the Customer under this clause, the Customer shall keep the goods separate from the other goods and identify them as the property of CMJ. In the event that the Customer disposes of the goods or incorporates them into another product, then the Customer shall hold the proceeds of the sale in trust for CMJ and shall separately bank the proceeds and account to CMJ. This clause applies to the 'end product' in the event that the goods are incorporated into another product as if the 'end product' in the event that the goods are incorporated into another product as if the 'end product' were the goods supplied by CMJ to the Customer.

Notwithstanding clause 8 and without affecting the transfer of title under clause 8, the risk of deterioration shall be the Customers from delivery. From delivery the Customer shall properly handle and store the goods so as to minimise deterioration.

In the event that the Customer breaches these Terms and Conditions, then in addition to CMJ's rights CMJ may (at its option) enter into the premises of the Customer and retake possession of its goods without prior notice to the Customer. The Customer hereby irrevocably grants the lawful representatives of CMJ access to the Customers premises for the purpose of repossessing the goods as herein provided. The Customer indemnifies CMJ against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which CMJ suffers, incurs or is liable in respect of CMJ exercising its rights under clauses 8,9 & 10.

Payment is to be made by way of cash on delivery, unless CMJ has approved credit facilities for the Customer, and is to be made by the Customer to CMJ unless otherwise specified in writing by CMJ. Payment is to be made for all the deliveries by CMJ to the Customer whether or not the Customer has signed the accompanying invoice and/or delivery docket.

Should the Customer default in the payment of any monies due to CMJ, then the total of all the monies due to CMJ by the Customer shall immediately become due and payable. The Customer shall pay or reimburse any expenses, costs or disbursements incurred or paid by CMJ in recovering outstanding monies including bank charges, debt collection agency fees and commissions and solicitor's costs.

Where the Customer pays later than on delivery (or where credit facilities have been approved by CMJ then from expiration of the credit period allowed for the payment) interest shall accrue on all monies payable but unpaid at the rate of 10% per month simple interest calculated daily from the due date of payment until the actual date of payment.

To secure the rights of CMJ to obtain payment for the goods, the Customer hereby pledges and charges the customers assets from time to time to CMJ with payment of all monies owing by the Customer to CMJ from time to time and hereby grants to CMJ a caveat able interest in the Customers realty or any Directors realty or any partners realty from time to time.

DECLARATION, AUTHORITY & CONSENT

The Applicant and each signatory appearing below declare that all information supplied is true and correct in every detail and also that the signatories are authorised by the Applicant to complete this application and further acknowledge that if credit is granted by CMJ to the Applicant that this will be done in reliance upon the information supplied herein.

The Applicant and each signatory below acknowledge that they understand the Terms and Conditions and Credit Terms in this application, that they have had the opportunity to obtain independent legal advice prior to submitting this application and that they are joint & severally bound by the Terms and Conditions and the Credit Terms set out herein.

The Applicant and signatories further authorise and consent to CMJ obtaining and disclosing information about the Applicants credit worthiness (including identity particulars and details of overdue payments) to and inform credit reporting agencies and other credit providers who have entered or intend to enter into a commercial or business dealing with the applicant.

Privacy and Personal Information Protection Act 1998

Copy of current Drivers Licence of all Proprietors/Partners/Directors to accompany application for Credit.

Have any of the Proprietors/Partners/Directors ever been declared bankrupt, entered arrangements under the Bankruptcy Act or been a Director of a company which has wound up or liquidated (whether voluntary or otherwise)?

Yes No

If YES, please provide details

I/We the undersigned declare that all the information supplied is true and correct in every detail and acknowledge that if credit is granted by CMJ this will be done in reliance upon the information supplied herein. All accounts shall be paid promptly and shall bear interest if the agreed trading terms are not adhered to. I/we have read and understand the Terms and Conditions and Credit Terms set out herein.

Signature

Signature

Name:

Name

Position Held – Proprietor/Partner/Director
(Cross out the position that does not apply)

Position Held – Proprietor/Partner/Director
(Cross out the position that does not apply)

Date

Date

IF THE APPLICANT IS A COMPANY

Company Name Date of Incorporation /..... /.....

Registered Office Address

Issued Share Capital \$ Postcode

Is the Company a Trustee?

Yes No (If yes, a copy of the Trust Deed to be provided)

GUARANTEE BY DIRECTORS

1. In Consideration of the granting of credit to the company we agree that we will be jointly and severally liable with the company for the due payment of all sums which are now or may hereafter become owing to CMJ in relation to the account.
2. We warrant that the company is solvent and is able to pay its debts as and when they fall due.
3. Furthermore, we acknowledge that our rights to be subrogated to CMJ shall not arise until CMJ have received payment in full from the company, that this guarantee shall not be impaired by the granting of granting of time or other indulgence to the company, and that this guarantee shall be a continuing guarantee.
4. We declare that CMJ shall be at liberty to act against any one or all of us as though we were the principal debtor.

Normal Supply Terms CMJ terms and conditions are cash on delivery

Credit Terms The Customer agrees that it is not entitled to credit facilities until the Customer receives notice in writing from CMJ stating that credit facilities have been approved and confirming the credit terms (and conditions) upon which such facilities have been approved.

Termination of Credit CMJ reserves the right to terminate credit facilities from time to time or any time.

CMJ reserves its rights at any time to require the Customer provide security as a condition for the continuation of credit facilities. Security may take the form of a Bank Guarantee or Mortgage of Charge or Bill of Sale required by CMJ.

These Terms and Conditions and these Credit Terms are covered by, constructed and take effect in accordance with the laws of New South Wales, and CMJ and the Customer irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of New South Wales.

Signature

Signature

Name in Full

Name in Full

Date

Date