



APPLICATION FOR COMMERCIAL CREDIT FORM

BUSINESS TRADING WITH (Please tick the list below)

<input type="checkbox"/> B & E Foods Pty Ltd ABN: 69 629 618 837 Add: 25 Bessemer Street, Blacktown NSW 2148 Tel: (02) 9852 8800 Email: ac.syd@befoods.com.au	<input type="checkbox"/> B & E Food Melbourne Pty Ltd ABN: 40 619 726 555 Add: 490 Warrandyte Road, Langwarrin South VIC 3911 Tel: (03) 5971 1172 Email: ar.vic@befoods.com.au
<input type="checkbox"/> B & E Poultry (Queensland) Pty Ltd ABN: 62 154 695 539 Add: 94 Burnside Road, Ormeau QLD 4208 Tel: (07) 3386 1818 Email: ar.qld@befoods.com.au	<input type="checkbox"/> B & E Foods Adelaide Pty Ltd ABN: 36 646 541 960 Add: 323 Foggo Road, McLaren Flat SA 5171 Tel: (08) 8323 0898 Email: arsa@befoods.com.au
<input type="checkbox"/> B & E Foods Townsville Pty Ltd ABN: 97 650 117 589 Add: 304 Boundary Street, South Townsville QLD 4810 Tel: (07) 3386 1818 Email: ar.qld@befoods.com.au	<input type="checkbox"/> B & E Foods Perth Pty Ltd ABN: 45 646 542 805 119 Howe Street, Osborne Park WA 6017 Tel: (08) 6244 9089 Email: arwa@befoods.com.au
<input type="checkbox"/> B & E Foods Rockhampton Pty Ltd ABN: 29 650 116 868 Add: 118 Middle Road, Gracemere QLD 4702 Tel: (07) 3386 1818 Email: ar.qld@befoods.com.au	

APPLICANT DETAILS AND CONTACT INFORMATION					
<input type="checkbox"/> New Customer		<input type="checkbox"/> New Branch		<input type="checkbox"/> New Ownership	
Please Tick: <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Other					
Entity Name:				ABN:	
Please provide the Trustee name if it's trading under Trust.				Please provide the Trustee Company ACN if the trustee is a company.	
Business/Trading Name:				ACN:	
Business Commencement Date:				Industry:	
Business Address:				State:	Postcode:
Delivery Address (If differs from the above): Loading Dock # _____ (If applicable)				State:	Postcode:
Delivery Instruction:					
Delivery Time Window: From: To:				Sales Representative:	
Contact Number (for Ordering):				Email:	
ACCOUNT INFORMATION					
Contact Person:		Contact Number:		Mobile Number:	
A copy of tax invoice and statement will be emailed unless other method is requested.				Fax Number:	
Accounts Payable Email (for receiving tax invoices or statements):					
Postal Address (If differs from the Business Address):					
Expected Weekly Purchase: \$		Expected Credit Term: Days		Expected Credit Limit: \$	
Please note that the credit term is calculated from the tax invoice date.					
Preferred Method of Payment: <input type="checkbox"/> Direct Bank Transfer <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Credit Card Credit Card Surcharge will be applied.					
CONTACT DETAILS - DIRECTORS OR PROPRIETORS					
First Name:		Surname:		Position:	
Home Address:					
Email:				Contact Number:	
Driver Licence Number:		State Issued:		A formal ID copy is required.	
First Name:		Surname:		Position:	
Home Address:					
Email:				Contact Number:	
Driver Licence Number:		State Issued:		A formal ID copy is required.	
First Name:		Surname:		Position:	
Home Address:					
Email:				Contact Number:	
Driver Licence Number:		State Issued:		A formal ID copy is required.	
BUSINESS / TRADE REFERENCES					
Please note that by submitting this application, you authorise B & E Foods or related entities to make inquiries into the banking and business/trade references you have supplied.					
Business Name:		Contact Person:		Contact Number:	
Business Name:		Contact Person:		Contact Number:	
Business Name:		Contact Person:		Contact Number:	
HAS THE APPLICANT OR ANYONE ASSOCIATED WITH THE APPLICANT BEEN:					
Bankrupt or used 'Part X' of the Bankruptcy Act ?					YES / NO
Involved with the management or control of a business which has been wound up, had a receiver, administrator or liquidator appointed or entered into a scheme for the benefits of creditors?					YES / NO
OFFICE USE ONLY					
Credit Term:	Days	Credit Limit:	\$	Account Number:	
Approved By:		Signature:		Date:	
Please be advised that the commercial credit application form may take up to 28 days to verify all the information provided and approve the credit terms and limits. Before the commercial credit application is approved, new customers are required to pay Cash In Advance or Cash on Delivery (COD) during the application approval process. If you have any concerns or queries, please kindly contact your accounting department accordingly.					

TERMS & CONDITIONS

1. The Applicant hereby applies to B & E Group for a trading account as indicated in this application and certifies that the information contained herein is accurate, correct and complete as at the date of this application. If at any future time there is any change to the information regarding the Applicant provided in this form, the Applicant agrees to notify the B & E Group of the change immediately.
2. B & E Group may accept or reject the application for credit made in this form in its absolute discretion. The Applicant agrees that it is not entitled to any credit unless and until it receives notice in writing from B & E Group of the approval of such credit and the maximum amount of credit approved (**Credit Limit**). Until the Applicant receives such notice, any goods that are to be supplied to the Applicant by the Company will only be provided on a COD basis.
3. The Applicant agrees that the Credit Limit is a maximum limit, and the Applicant is required to ensure at all times that the aggregate amount of all outstanding invoices issued by B & E Group to the Applicant is less than the Credit Limit. If the aggregate amount of all outstanding invoices reach (or, with the further supply of goods, would reach) the Credit Limit, then any goods that are to be supplied to the Applicant by B & E Group will only be provided on a COD basis.
4. The Applicant may apply to increase or reduce the Credit Limit at any time in writing. B & E Group may agree or decline to increase the Credit Limit in its absolute discretion and, if it agrees, such agreement may be subject to such conditions as B & E Group requires (for example, the provision of a bank guarantee or, if not previously provided, the provision of a guarantee and indemnity by officer(s) or shareholder(s) of the Applicant or by beneficiaries of the trust of which the Applicant is a trustee).
5. If the Applicant's application for credit is approved, then:
 - 5.1 All invoices of B & E Group to the Applicant must be paid in full within the time stipulated on each invoice. The Applicant must not withhold payment of any account by reason of any account query, dispute or set off. Credit, and the delivery of goods by B & E Group to the Applicant, may be suspended if payment is not made when due.
 - 5.2 If the Applicant defaults in making any payment when due, then all money payable to B & E Group by the Applicant becomes immediately due and payable.
 - 5.3 B & E Group may charge interest, calculated monthly, on amounts due to it from the Applicant which remain unpaid, from the due date for payment until the date payment is received. The interest rate used to calculate the interest payable for the month is the 90-day Bank Bill Swap Rate published on the first business day of that month plus 2%.
 - 5.4 The Applicant is liable for all costs, charges and expenses reasonably incurred by B & E Group in recovering any outstanding money payable by the Applicant to B & E Group including debt collection agency fees, administration fees and legal costs (on a full indemnity basis). Such amounts must be paid by the Applicant on demand, without set-off, deduction or withholding and must not exceed the actual costs incurred by B & E Group.
 - 5.5 The credit granted to the Applicant may be reduced, suspended until further notice, or terminated at any time by B & E Group by reasonable written notice to the Applicant. If credit is terminated, at B & E Group's discretion and upon notice by B & E Group, all money payable by the Applicant to B & E Group becomes due and payable:
 - (i) Immediately or
 - (ii) at such later time as B & E Group specifies.
 - (iii) B & E Group may at any time impose as a condition precedent to the granting of any further credit or the maintenance of the existing Credit Limit in respect of new supplies by B & E Group, the requirement that the Applicant gives or procures such security or additional security as is required by B & E Group in its absolute discretion. B & E Group is entitled to withhold the supply of goods until such security or additional security is provided.
6. B & E Group may withdraw from or suspend the provision of goods by B & E Group to the Applicant on credit at any time if B & E Group reasonably believes that the Applicant is unable or unwilling to pay an amount to B & E Group when due.
7. B & E Group may amend or replace these Credit Conditions in its absolute discretion by providing prior written notice to the Applicant, which notice may be endorsed on or accompany an invoice, statement, correspondence, or other document provided to the Applicant. The amended or replacement Credit Conditions apply with effect from the date stipulated in the notice (which must be no earlier than the date the notice is given to the Applicant) and do not affect accrued rights and obligations.
8. The Applicant represents and warrants to B & E Group that:
 - 8.1 The Applicant is not aware of any information, notice or court proceedings that may result in the appointment of a trustee in bankruptcy, administrator, controller or managing controller, receiver or receiver manager or liquidator to it or any of its property,
 - 8.2 The Applicant does not intend to enter into any scheme of arrangement with creditors either formally through a court or otherwise,
 - 8.3 None of its officers (if it is a company, other body corporate or body politic), partners (if it is a partnership) or it (if it is a sole trader) has been a director of a company which has been placed in liquidation or has been declared bankrupt or has entered into an arrangement under the Bankruptcy Act 1966 (Cth) (as amended).
 - 8.4 The Applicant agrees to notify B & E Group in writing as soon as practicable and in any event within 3 days of the occurrence of:
 - (i) A change in the name, legal status, ownership or control of the Applicant;
 - (ii) A change in its officers (if it is a company, other body corporate or body politic) or partners (if it is a partnership) of the Applicant;
 - (iii) The appointment of a liquidator, administrator or receiver, or the liquidation, administration, arrangement, receivership or bankruptcy of the Applicant; or
 - (iv) Any step being taken to sell an asset or assets of the Applicant with a value of 50% or more of the gross assets of the Applicant, or sell, transfer, encumber or otherwise dispose of 50% or more of the shares (if it is a company or other body corporate) of the Applicant.
9. On the occurrence of such an event, B & E Group may reduce, suspend until further notice, or terminate the provision of credit to the Applicant and/or may require the Applicant to make a new application for credit.
10. The Applicant consents to B & E Group obtaining from a credit-reporting agency a credit report containing personal credit information about the Applicant in relation to credit provided by B & E Group.
11. The Applicant agrees that B & E Group may exchange information about the Applicant with those credit providers named in the application for credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
 - 11.1 to assess an application by the Applicant;

- 11.2 to notify other credit providers of a default by the Applicant;
 - 11.3 to exchange information with other credit providers as to the status of this credit account, where the Applicant is in default with other credit providers;
and
 - 11.4 to assess the creditworthiness of the Applicant.
12. The Applicant consents to B & E Group being given a consumer credit report to collect overdue payments on commercial credit.
13. The Applicant agrees that Personal Information provided by the Applicant and/or any guarantor of the Applicant may be used and retained by B & E Group for the following purposes (and for other purposes as may be agreed between the Applicant and B & E Group or required by law from time to time):
 - 13.1 the provision of Goods;
 - 13.2 the marketing of Goods by B & E Group, its agents or distributors in relation to B & E Group's goods and services;
 - 13.3 analysing, verifying or checking the Applicant's credit, payment and status in relation to provision of goods and services;
 - 13.4 processing of any payment instructions, direct debit facilities and credit facilities requested by the Applicant; and
 - 13.5 enabling the daily operation of the Applicant's account and the collection of amounts outstanding in the Applicant's account in relation to the Goods.
14. B & E Group may give information about the Applicant to a credit reporting agency for the following purposes:
 - 14.1 to obtain a consumer credit report about the Applicant; and
 - 14.2 to allow the credit reporting agency to create or maintain a credit information file containing information about the Applicant.
15. In relation to any Personal Information as defined in the Privacy Act 1988 (Cth) that the Applicant provides or makes available to B & E Group in connection with these terms, the Applicant warrants that it has complied with the *Privacy Act* 1988 (Cth), the Australian Privacy Principles under that Act, and any other laws relating to data protection, surveillance, direct marketing or the handling of personally identifiable information or data (**Privacy Laws**) and that it has all necessary rights and consents required by law for B & E Group to be able to receive, use, disclose and otherwise process such Personal Information in the manner contemplated by these terms (**Permitted Dealing**), and that any Permitted Dealing will not cause B & E Group to breach any Privacy Laws. If the Applicant receives any Personal Information from B & E Group in connection with these terms, the Applicant must:
 - 15.1 handle that Personal Information in accordance with the Privacy Laws and any directions or guidelines issued by B & E Group;
 - 15.2 use that Personal Information only for the purposes of performing its obligations under these Terms; and
 - 15.3 unless otherwise expressly permitted by B & E Group or required by law, not disclose that Personal Information to any person.
16. The Applicant warrants that it will ensure that the Applicant's account will only be used by those employees of the Applicant who the Applicant has given authorisation for such use of the Applicant's account with B & E Group. The Applicant will be liable for all orders placed under the account by any of its employees.
17. B & E Group unless a contrary intention appears, words or expressions used in clauses 17 to 22 that are defined in the Personal Property Securities Act 2009 (Cth) (**PPS Act**) have the same meaning as given to them in the PPS Act.
18. If at any time B & E Group determines that these terms (or any of the transactions contemplated by or under it) creates a security interest in its favour over any personal property, B & E Group may apply for any registration, or give any notification, in connection with that security interest and the Applicant must promptly, upon B & E Group's request, do anything (including signing and producing documents, getting documents completed or signed, obtaining consents and supplying information) to:
 - 18.1 provide more effective security over the relevant personal property;
 - 18.2 ensure that any such security interest in favour of B & E Group;
 - 18.3 is at all times enforceable, perfected (including, where applicable, by control as well as by registration) and otherwise effective; and
 - 18.4 ranks as a first priority security interest;
 - 18.5 enable B & E Group to prepare and register a financing statement or a financing change statement or give any notification in connection with that security interest; and
 - 18.6 enable B & E Group to exercise any of its rights or perform any of its obligations in connection with any such security interest or under the PPS Act.
19. All costs and expenses arising as a result of actions taken by either party pursuant to clause 18(b) will be for the account of the Applicant. The Applicant must pay B & E Group pursuant to this clause 15(c) within 5 days of a written request.
20. If Chapter 4 of the PPS Act would otherwise apply to the enforcement of the security interest created under the Contract, the Applicant agrees that the following provisions of the PPS Act will not apply:
 - 20.1 section 95 (notice of removal of accession), to the extent that it requires B & E Group to give a notice to the Applicant;
 - 20.2 section 121(4) (enforcement of liquid assets – notice to grantor);
 - 20.3 section 125 (obligation to dispose of or retain collateral);
 - 20.4 section 130 (notice of disposal), to the extent that it requires B & E Group to give a notice to the Applicant;
 - 20.5 paragraph 132(3)(d) (contents of statement of account after disposal);
 - 20.6 subsection 132(4) (statement of account if no disposal);
 - 20.7 section 142 (redemption of collateral); and
 - 20.8 section 143 (reinstatement of security agreement).
21. B & E Group does not need to give the Applicant any notice required under the PPS Act (including a notice of a verification statement under section 157 of the PPS Act) unless the requirement for the notice cannot be excluded.
22. Neither party will disclose to a person or entity that is not a party to the Contract information of the kind mentioned in section 275(1) of the PPS Act unless

section 275(7) of the PPS Act applies or that information is publicly available.

23. The Applicant acknowledges that

- a.** Property and all title in the goods supplied will remain wholly vested in B & E Group until all amounts owing to B & E Group together with all collection and repossession and legal costs incurred and applicable taxes have been paid in full.
- b.** Until payments are made in full, the Applicant will hold the goods supplied as a bailee for and on behalf of B & E Group.
- c.** All payments the Applicant may receive for goods supplied will be held in trust for B & E Group pending payment thereof to B & E Group.
- d.** In the event that the Applicant fails to pay any amount owing to B & E Group when due and payable, B & E Group will be entitled forthwith and without notice to repossess all goods supplied by B & E Group in the possession of the Applicant and retake possession of the goods held by the Applicant as aforesaid. The Applicant must forthwith account and make payments to B & E Group of all and any amount held by it in respect to the proceeds of the sales of the goods.
- e.** Any claims arising from outstanding payments must be made **within the approved credit term**. B & E Group shall have the right to charge interest as set out in these terms on any outstanding payments.

- 24.** The Applicant agrees that this agreement and any claim or dispute between B & E Group, the Applicant or any of us shall be governed by the law applicable in the State of New South Wales Australia and submit to the jurisdiction of the Courts of that State.

A. DEFINITIONS

"**B & E Group**" means the relevant entity part of the B & E Group namely, B & E Foods Pty Ltd ABN: 69 629 618 837, B & E Poultry (Queensland) Pty Ltd ABN: 62 154 695 539, B & E Foods Townsville Pty Ltd ABN: 97 650 117 589, B & E Foods Rockhampton Pty Ltd ABN: 29 650 116 868, B & E Food Melbourne Pty Ltd ABN: 40 619 726 555, B & E Foods Adelaide Pty Ltd ABN: 36 646 541 960, B & E Foods Perth Pty Ltd ABN: 45 646 542 805 with which the Applicant has applied for credit.

'THE APPLICANT HAS READ AND UNDERSTOOD THE ABOVE TERMS AND CONDITIONS ON PAGES 3, 4, AND 5, AND HAS BEEN ADVISED AND GIVEN THE OPPORTUNITY, TO SEEK INDEPENDENT LEGAL ADVICE.'

SIGNATURES

I..... (the undersigned) being the **Director or Proprietor of (Business Name)** have read, understood and hereby agree to be bound by these terms and conditions.

Executed for and on behalf of.....

ACN/ABN.....

by its representative in the presence of:

Signature of Witness

Signature of Director

Full Name of Witness (print)

Full Name of Director (print)

Address of Witness (print)

Date

GUARANTEE AND INDEMNITY

THIS IS A LEGAL DOCUMENT. PLEASE SEEK LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT IF YOU ARE IN ANY DOUBT AS TO ITS EFFECT AND MEANING.

To: B & E Group

1. In consideration of B & E Group providing credit to the Applicant, we guarantee payment to you of all monies and performance of all obligations including any past, present and future indebtedness or obligation by the Applicant (as named in the "Credit Application" and which forms a part of this document) or any of us arising from any past, present or future dealing with you.
2. We indemnify you against all loss or damage arising from any past, present or future dealing with the Applicant or any of us.
3. We agree:
 - a. That this is a continuing guarantee and that our liability under this guarantee is joint and several and will not be affected, waived or discharged by the reason of any time or indulgences granted by you and,
 - b. That our liability under this guarantee shall not be affected, waived or discharged by the Applicant entering into a Deed of Company Arrangement (DOCA) or by B & E Group voting in favour of or against, or abstaining from voting, in relation to any proposal by the Applicant to enter a DOCA and,
 - c. That this guarantee becomes binding on such of us that sign this guarantee irrespective of whether or not all intended signatories execute this guarantee and,
 - d. That B & E Group is entitled to recover against a Guarantor without having first taken steps to recover against the Applicant or any other Guarantor and,
 - e. That this guarantee may only be revoked as to future trading with the Applicant and any notice of revocation may only be given by pre-paid registered mail delivered to **25 Bessemer Street, Blacktown NSW2148** and shall not become effective until the expiration of **14 days** from the date of posting however we acknowledge that such revocation may cause B & E Group to reassess the credit terms offered to the Applicant including vary such terms or cancel or withdraw credit terms entirely.
 - f. That any payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid and,
 - g. That we sign in both our personal capacity and as Trustee of every Trust of which we are Trustee and/or a beneficiary and,
 - h. To notify you of any change in the Applicant's structure or management including any sale or disposition of any part of the business of the Applicant, any change in directorships, shareholders or management or change in partnership or trusteeship **within 7 days** of the date of any such change.
4. The Guarantor consents to B & E Group obtaining from a credit-reporting agency a credit report containing personal credit information about the Guarantor in relation to credit provided by B & E Group.
5. The Guarantor agrees that B & E Group may exchange information about the Guarantor with those credit providers named in the application for a credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
 - a. to assess an application by the Applicant;
 - b. to notify other credit providers of a default by the Applicant;
 - c. to exchange information with other credit providers as to the status of this credit account, where the Applicant is in default with other credit providers; and
 - d. to assess the creditworthiness of the Applicant.
6. We further agree that this agreement and any claim or dispute between B & E Group, the Applicant, or any of us shall be governed by the laws of New South Wales and submit to the jurisdiction of that State.

A. DEFINITIONS:

"B & E Group" means the relevant entity or entities part of the B & E Group namely, B & E Foods Pty Ltd ABN: 69 629 618 837, B & E Poultry (Queensland) Pty Ltd ABN: 62 154 695 539, B & E Foods Townsville Pty Ltd ABN: 97 650 117 589, B & E Foods Rockhampton Pty Ltd ABN: 29 650 116 868, B & E Food Melbourne Pty Ltd ABN: 40 619 726 555, B & E Foods Adelaide Pty Ltd ABN: 36 646 541 960, B & E Foods Perth Pty Ltd ABN: 45 646 542 805 with which the Applicant has applied for credit.

‘I/WE HAVE READ AND UNDERSTOOD THE ABOVE GUARANTEE AND INDEMNITY ON PAGES 6 AND 7, AND HAVE BEEN ADVISED, AND GIVEN THE OPPORTUNITY, TO SEEK INDEPENDENT LEGAL ADVICE.’

GUARANTORS (DIRECTORS ONLY)

Full Name of Guarantor:

Full Name of Guarantor:

Address of Guarantor:

Address of Guarantor:

Contact Number:

Contact Number:

SIGNATURE:.....

SIGNATURE:

WITNESS

Name of Witness:

Name of Witness:

Address of Witness:

Address of Witness:

Contact Number:

Contact Number:

SIGNATURE of Witness:

SIGNATURE of Witness: