



COMMERCIAL ACCOUNT APPLICATION FORM

Bidfood Australia Limited ACN 000 228 231

**ABN 33 000 228 231
P O Box 220
PENDLE HILL NSW 2145**

PH: (02) 9849 2333 Fax: (02) 9631 7260

Credit Account application

COD Account application

| | | |
|--|---|--|
| Trading Name: | | ACN / ARBN: |
| Legal Name of Entity: ("The Customer") | | ABN: |
| Applicant's Status: Company <input type="checkbox"/> Sole trader <input type="checkbox"/> Partnership <input type="checkbox"/> Trustee <input type="checkbox"/> Other..... If sole trader or partnership, you MUST attach a copy of drivers licence(s) | | |
| Expected Weekly Spend: \$ | Date of incorporation or date business started: | If change of ownership date of change: |

| | |
|---|---|
| Liquor License No: | Licensee/Nominee: |
| License Transfer Date: | Has a Liquor License been held previously: Yes <input type="checkbox"/> No <input type="checkbox"/> |
| If Yes, name previous Licensed Premises held by Applicant: | |
| Order Number Required: Yes <input type="checkbox"/> No <input type="checkbox"/> | WET Exempt: Yes <input type="checkbox"/> No <input type="checkbox"/> (attach copy of Certificate) |

Delivery address:
(include Street No/Shop No/ Shopping Centre Name, Street Name, Suburb, State & Post Code)

| | | |
|-------------------------------|----------------------|---------|
| Contact name: | Phone: | Mobile: |
| Email address: | Fax: | |
| Account mailing address: | | |
| Accounts contact person name: | Direct phone number: | |
| Accounts email address: | Fax: | |

Statements will be emailed unless other method requested: Email Email:

Preferred method of payment: Cheque Credit Card Direct Debit Direct bank transfer BPay

Details of Directors / Proprietors

| | | | |
|------------|---------------|---------------------|-------------|
| Full name: | Home address: | Date of Birth: | Home Phone: |
| | | Drivers license no: | Mobile: |
| Full name: | Home address: | Date of Birth: | Home Phone: |
| | | Drivers license no: | Mobile: |
| Full name: | Home address: | Date of Birth: | Home Phone: |
| | | Drivers license no: | Mobile: |

Trade references from other commercial suppliers (excluding utilities, telcos etc):

| | | |
|---------------|----------|--------|
| Company name: | Contact: | Phone: |
| | | Fax: |
| Company name: | Contact: | Phone: |
| | | Fax: |
| Company name: | Contact: | Phone: |
| | | Fax: |

The customer represents and warrants to Bidfood Australia Limited and its subsidiaries ("the Company") that this information is true and correct to the best of its knowledge. I/we consent to the trade and personal references being contacted to gain trading information. I/we acknowledge that the Company has informed us, in accordance with the Privacy Act 1988, that certain personal information may be shared with credit providers. I/we the undersigned, accept the Company's 'Conditions of Sale' which are displayed on the Company Web Site (www.Bidfood.com.au) and are hereby incorporated by reference. I/we acknowledge reading the 'Conditions of Sale' on the company Web Site. The terms may be varied with written notice. Credit is approved at the discretion of the Company and may be withdrawn at any time with written notice.

Acceptance by authorised person / director / proprietor:

| | | | |
|------------|-----------|------------|-------|
| Full Name: | Position: | Signature: | Date: |
| Full Name: | Position: | Signature: | Date: |

ACKNOWLEDGMENTS

1. Company means Bidfood Australia Limited or any of its associated and subsidiary companies in existence now or in the future, or any other agent or sub agent (whether disclosed or not).
2. I/We hereby apply to the Company for a trading account"s" as indicated in this application and certify that the information contained herein is true and complete in every particular.
3. I/We hereby authorise the Company to make any inquiries and receive any information, for which authorisation is required under the Privacy Act 1988 ("the act"), with regard to this application and:-
 - 3.1 I/We acknowledge that under Sections 18E(8)(c) and 18E(1) of the Act, the Company is permitted to give a credit reporting agency information about my/our trading account application and to notify a credit reporting agency of defaults or the status of my account, including identity particulars: the amount of the application: that the Company is a current credit provider to me/us: and advice when the Company is no longer a current credit provider to me/us.
 - 3.2. I/We agree:
 - (a) that in accordance with Section 18L(4) of the Act, if the Company considers it relevant assessment of my/our application for personal credit, the Company may obtain a report about my/our commercial activities, if any, from a business which provides information of the nature.
 - (b) that in accordance with Section 18K(1)(b) of the Act, the Company may, (if this application is for commercial credit) obtain from a credit reporting agency a credit report containing personal credit information about me/us: and
 - (c) that in accordance with Section 18N(1)(b) of the Act, the Company may give to and seek from any credit providers named in this application, or in a credit report issued by a credit reporting agency, information about my/our credit arrangements, and that this information may be used for assessment of a credit application: for notifying other credit providers of a default: and for exchanging information with other credit providers.
4. The customer must ensure that its customer account number"s" issued is available only to those of its employees authorised to use it. The customer acknowledges that it will be liable for all orders requested with the quotation of the customer account number.
5. Bidfood may withdraw credit facilities from the customer at any time without notice. Without limiting Bidfood's rights to withdraw credit, Bidfood reserves its right to stop supply and place the account on hold.
6. Should it be considered necessary by the Company to incur legal and/or other expenses (including commercial agent and private inquiry agent fees) in enforcement of its rights or in obtaining or attempting to obtain payment of any amount due by me/us in consideration of the granting of credit to me/us, I/we expressly undertake to be liable for and reimburse the Company on an indemnity basis the whole amount of such expenses and fees.
7. I/We acknowledge receipt of the Company's "Conditions of Sale" and agree to abide by those conditions of sale as stated and as may be varied from time to time by notice given on the company's website (<http://www.bidfood.com.au/terms-and-conditions>). or by other means.
8.
 - a) I/We acknowledge that property and title in the goods supplied will remain wholly vested in the Company until all monies owing by me/us to the Company together with all collection and repossession and legal costs incurred and applicable taxes have been paid in full.
 - b) Until payment in full in accordance with clause 8(a) I/we will hold the goods supplied as bailee for and on behalf of the Company.
 - c) I/We will store and maintain the goods supplied by the Company so that they may be separately identified from all or any other goods or items of stock held by me/us from time to time and will keep separate records of sale of the goods held by me/us as bailee so aforesaid.
 - d) All payments I/we may receive for the goods supplied will be held in trust for the Company pending payment thereof to the Company.
 - e) In the event that I/we fail to pay any monies owing to the Company when due and payable, or I/we otherwise fail to comply with the Company's "Conditions of Sale" (as published on the company's web site www.Bidfood.com.au/conditions-of-sale.aspx), the Company will be entitled forthwith and without notice to repossess all goods supplied by the Company in my/our possession and for these purposes I/we acknowledge and agree that the Company, its servant or agents, will be entitled to enter my/our premises, or any other premises, and retake possession of the goods held. I/we will forthwith account and make payments to the Company of all and any monies held by me/us in respect to the proceeds of the sale of the goods.
 - f) Notwithstanding the foregoing, the risk in the goods shall pass on to me/us upon delivery.
 - g) The remedies available to the Company in this clause are without prejudice to any other remedies available to it at law or in equity.

Office Use Only

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|--|----------------------------|
| Date processed: | Account Terms |
| Credit Account Authorised by:- Signature | Initial Credit Limit |
| Name of Authority:- Please Print | Account Number |

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

GUARANTEE INDEMNITY AND CHARGE

IN CONSIDERATION OF BIDFOOD AUSTRALIA LIMITED A.C.N. 000 228 231 or any of its associated and subsidiary companies in existence now or in the future, or any other agent or sub agent (whether disclosed or not), hereinafter called "the company", giving credit to:

Applicant Name

Address

(hereinafter called "the customer") for goods supplied on any account whatsoever, we / I,

Guarantor NameAddressD.O.B.....

Guarantor NameAddressD.O.B.....

Guarantor NameAddressD.O.B.....

(hereinafter jointly & severally called "the Guarantor/s")

DEFINITIONS

In this Indemnity:-

'Costs' means fees and disbursements payable by the Supplier on the basis of Solicitor and own client, including commercial agent and private inquiry agent fees.

'Goods' includes services.

'Co-surety' includes any other person named as guarantor or who otherwise guarantees payment of the monies secured.

'Co-surety' means

.....
(Insert Co-surety Full Name)

.....
(Insert Co-surety Full Name)

.....
(Insert Co-surety Private Address)

.....
(Insert Co-surety Private Address)

'Indemnity' means this Guarantee, Indemnity and Charge.

'money secured' means all money due under this Indemnity.

'Supplier' means "the Company" and each corporation (within the meaning of that term in Section 9 of the Corporations Law) which is now or may later be taken to be related to the Supplier (within the meaning of Section 50 of the Corporations Law) from whom the Customer purchases Goods and their assigns or successors.

Singular words include the plural and vice versa and where there is more than one Indemnifier they shall be bound jointly and severally.

1. The Guarantor/s hereby guarantee payment of all sums of money, interest and damages for which the customer may now or hereafter be indebted or liable or contingently indebted or liable to the company on any account whatsoever and due and prompt observance and performance of all obligations terms and conditions on the part of the customer to be performed or observed under pursuant to or in connection with any present or future agreement or arrangement between the company (whether alone or jointly with any other person, firm or corporation) and the Customer (hereinafter called the "guaranteed obligations").
2. The Guarantor's obligations under this indemnity are unconditional and not affected by anything which might otherwise affect them under the law relating to sureties including:
 - (a) any change in the legal capacity, rights or obligations of the Guarantor, the Customer, a Co-surety or any other person; or
 - (b) the fact that, in relation to any of the Money Secured or any security, guarantee or indemnity for them, the Supplier
 - (i) obtains a judgement against the Customer, a Co-surety or any other person; or
 - (ii) gives up, releases, varies or exchanges or fails to obtain, perfect, register or realise, or deal in any other way with any security, guarantee or indemnity; or
 - (iii) grants time or any other concession to or compounds or compromises with, or does or omits to do anything which affects the obligations of the Customer, a Co-surety or any other person to the Supplier or to the Guarantor; or
 - (iv) receives any dividends out of the estate or assets of the Customer, or Co-surety or of any person; or
 - (c) the fact that any security, guarantee or indemnity held or taken by the Supplier is void, defective or informal or ranks after any other security or obligation for any reason; or
 - (d) the death, mental or physical disability or insolvency of the Customer, a Co-surety or any other person; or
 - (e) a variation or extension to or stopping, replacement or refusal of any credit or other arrangement (including an increase in any credit or a variation in the terms of the supply of Goods) given to the Customer whether with or without the Guarantor's consent or knowledge; or
 - (f) the fact that any Money Secured may not be recoverable from the Customer, a Co-surety or any other person for any reason; or
 - (g) the cessation of business by any firm or partnership which the Customer or the Guarantor comprises or any change in its membership; or
 - (h) any delay or failure by the Supplier in exercising its rights under this indemnity; or

- (i) any claim, cross-action or right of set-off which the Customer or the Guarantor may have against the Supplier; or
 - (j) the Customer or the Guarantor becoming bankrupt or insolvent at any time whether before or after the execution of this Indemnity; or
 - (k) the full, partial or conditional release or discharge of any person from this Indemnity; or
 - (l) any other fact matter or thing
3. The liability of the Guarantor/s shall be joint and several and the liability of any person who has executed this Indemnity shall be binding notwithstanding that another person has failed to execute the Indemnity or has ceased to be bound by it or is/was not competent to give an Indemnity.
 4. No security or payment which may be voided under law relating to bankruptcy or to the liquidation of companies and no release, settlement or discharge which may have been given or made on the faith of any such security or payment shall prejudice or affect the right of the Supplier to recover under this Indemnity from the Guarantor for to enforce this Indemnity and in the event of any such security or payment being voided the Supplier shall be restored to the rights for which but any such avoidance it would otherwise have had.
 5. This Indemnity shall be a continuing Indemnity for the purpose of securing the payment of the whole of the guaranteed obligations notwithstanding any partial payment, however if the guarantor/s give the company not less than thirty (30) days written notice of their desire to be released from this Indemnity and if at the expiration of such period of notice all debts and liabilities of the Customer to the Company have been discharged, then the guarantor's obligation under this Indemnity shall cease to be of effect.
 - 6.1 The Guarantor appoints the Supplier and any of its authorised officers, jointly and each of them severally, the true and lawful attorney and attorneys of the Guarantor to do anything in the name of the Guarantor or the Supplier which the Guarantor should do or should have done and to do all acts, as such attorney or attorneys may deem expedient in connection with the exercise of all or any of the rights or powers contained or implied in this indemnity or to give effect to or for the enforcement of this indemnity. This power of attorney is deemed irrevocable and given by way of security.
 - 6.2 The provisions of Clause 6.3 shall apply only to a Guarantor who is a natural person and shall not apply to a Guarantor that is a corporation.
 - 6.3 As a separate and additional obligation, the Guarantor hereby charges all of their respective property, both real and personal, with the amount of money secured. The Guarantor mortgages and charges to and in favour of the Supplier all right, title, estate and interest which the Guarantor now holds or may hold hereafter acquire and hold in any real or personal property. The Guarantor hereby appoints the Supplier and any of its duly authorised officers to sign all documents (including mortgages and transfers incorporating the usual terms, conditions and covenants to protect the interest of the Supplier) on its behalf as the Supplier may require to record the charge over the Guarantor's real and personal property, and if necessary to sell the Guarantor's real and personal property to repay the money secured.
 7. This Indemnity shall be binding on the Guarantor's representatives and be for the benefit of the successors and assigns of the Supplier.
 8. Upon the insolvency or bankruptcy of the Customer, the Guarantor shall not lodge a proof of debt or similar claim in competition with the Supplier and irrevocably authorises the Supplier to prove as its attorney for all Money Secured howsoever arising which it may be entitled from the Customer. The Guarantor will retain and carry to a suspense account and appropriate at the discretion of the Supplier any amount so received until such time as the Supplier has been paid 100 cents in the dollar in respect of the money secured.
 9. The Guarantor/s and if more than one, each of them hereby acknowledge that they have received independent advice regarding their rights and obligations of Guarantors under this Indemnity.
 10. Pursuant to the Privacy Act, 1988, the Guarantor/s consent to the Supplier inquiring as to their credit worthiness and obtaining a report of such credit worthiness. The Guarantor/s agree that such inquiring as to their credit worthiness, obtaining a report of such credit worthiness and providing any items of personal information described in s18E to a credit reporting agency. The Guarantor's agree that such report may cover commercial activities or commercial credit worthiness, information on their credit worthiness, credit standing, credit history or credit capacity and may contain personal information about them for the purpose of assessing their agreement to act as Guarantor/s in relation to credit provided by the Company. The Guarantor/s agree that the Company may receive reports from a Credit Reporting Agency containing personal information about them in relation to or for the purpose of collecting overdue payments and may give to and seek from any credit providers named in the Credit Application or named in any report obtained on them from a Credit Reporting Agency information about their credit arrangements which information may include personal information and information on credit worthiness, standing history, capacity or to notify of defaults.
 11. The obligations of the Guarantor under this indemnity are principal obligations and the Supplier is not required to take action first against the Customer or make demand first against the Customer or to marshal its security.
 12. The Guarantor shall pay all the Supplier's costs, fees and expenses associated with this indemnity and the enforcement of this indemnity and all stamp duty on this indemnity.
 13. A certificate signed by an employee of the Supplier whose title includes the word "Manager" stating the amount of the Money Secured due and owing or any other matter or fact is conclusive evidence of that amount or other matter or fact as at the date stated save for any manifest error.

This Indemnity shall be Governed by the laws of New South Wales and the Guarantors hereby irrevocably submit to the jurisdiction of the courts of that State.

DATED the day of, 20.....

.....
signature of Guarantor

.....
name of Guarantor (PRINT)

.....
signature of Guarantor

.....
name of Guarantor (PRINT)

.....
signature of Guarantor

.....
name of Guarantor (PRINT)

IN THE PRESENCE OF

Signature of witness

.....
name of witness (PRINT)