



Credit Application

Client's Legal Name : _____ ABN : _____

Client's Trading Name : _____

Postal Address : _____

Postcode : _____

Operating Address : _____

Postcode : _____

Telephone : _____ Facsimile : _____

Email : _____

Type of Business : _____

**Accounts Payable
Contact :**

Email : _____

Phone : _____ Facsimile : _____

Applicant Details :

Details of All Company Directors / Principals :

Name : _____ A/H Phone : _____

Residential Address : _____ D.O.B : _____

Drivers License No : _____

Name : _____ A/H Phone : _____

Residential Address : _____ D.O.B : _____

Drivers License No : _____

Are any of the above mentioned persons currently an un-discharged bankrupt or have they ever been bankrupted ?

Credit References :

1 Telephone : _____

2 Telephone : _____

3 Telephone : _____

We authorize Independent Seafood Producers Pty Ltd to contact the above referees in order to process our application for credit facilities.

Name : _____

Signature : _____ Title : _____

Date : _____

CREDIT TERMS**Definitions**

1. In this Credit Contract (including its recitals) unless the context otherwise requires : -
“Credit Terms” – Means all the terms of this Credit Contract.
“Customer” – is the person referred to in Item 1 Schedule 1.
“Goods” – means any products or services Independent Seafood Producers Pty Ltd has provided.
“Independent Seafood Producers Pty Ltd” – Means
Independent Seafood Producers Pty Ltd ABN 64 010 626 847 trading as I.S.P

Terms of Credit

2. Unless the Customer has a written agreement with Independent Seafood Producers Pty Ltd, any Goods that are rendered to the Customer shall be payable upon execution of an invoice
3. Where the Customer has a written agreement with Independent Seafood Producers Pty Ltd ;
 - a. All invoices are payable **14** days from date of invoice
4. All payments are to be made to Independent Seafood Producers Pty Ltd by ;
 - a. Electronic Funds Transfer to the specified account Independent Seafood Producers Pty Ltd, or
 - b. Post to the address in Schedule 1

Default

5. Independent Seafood Producers Pty Ltd reserves the right to withdraw credit at any time without prior notice. In the event that credit is withdrawn all outstanding monies, interest and associated fees payable under these Credit Terms will become immediately due and payable upon demand
6. The Customer agrees to indemnify Independent Seafood Producers Pty Ltd for any costs associated with the enforcement of any and all rights of Independent Seafood Producers Pty Ltd, including those under these Credit Terms to the full extent of costs on a Solicitor-Client Basis, and in the event that a costs order is given following a dispute of the terms of this agreement, then such a costs order shall be given on an indemnity basis in favor of Independent Seafood Producers Pty Ltd.
7. Any invoice in default of the above stated terms will attract interest at a rate of 2% per month from the due date. It is agreed between the parties that this is not a penalty, rather a fair return to Independent Seafood Producers Pty Ltd for their costs of continuing credit to the Customer and that any monies received will first be applied to interest or any service charges payable herein.
8. In the event that any monies payable by the Customer to Independent Seafood Producers Pty Ltd are overdue for a period not less than ninety (90) days. All the monies, including any fees or interest under these Credit Terms will become due and payable upon demand by Independent Seafood Producers Pty Ltd, and
 - a. Where the Customer is a Company: The Customer agrees to issue a fixed and floating charge over the assets of the Company to Independent Seafood Producers Pty Ltd. The Customer further indemnifies Independent Seafood Producers Pty Ltd against any and all costs and liabilities incurred in the drafting, forwarding for execution, lodging or enforcing the fixed and floating charge, any other documents required to be lodged with the Australian Securities and Investments Commission including the costs of appointing a Receiver, should such be require : or
 - b. If the Customer is a Natural Person or Partnership : The Customer agrees to charge with the payment of any monies payable under these Credit Terms, any interests in Freehold or Leasehold land, whether held at the time of the contract or in the future. The Customer consents to Independent Seafood Producers Pty Ltd lodging a Caveat over the title of any and all such property.

Company

9. Where the Customer is a Company, the Customer agrees to advise Independent Seafood Producers Pty Ltd immediately in writing where there is any change to the Shareholdings or Directorships of the Company. The decision to extend or refuse the continuation of credit following and alteration to the Customer’s shareholdings or Directorships remains solely with Independent Seafood Producers Pty Ltd.

General

10. Failure by Independent Seafood Producers Pty Ltd to insist upon strict compliance with the Credit Terms, or by Independent Seafood Producers Pty Ltd failing to exercise any rights whether from the above or at law, shall not be deemed to be a waiver of the rights of Independent Seafood Producers Pty Ltd.
11. Should any part of the above be unenforceable at law or cannot be given full effect whether by statutory invalidity, uncertainty or otherwise, then that specific section shall only be unenforceable and the remainder of this document will retain full effect and force.
12. The Customer agrees and consents to all terms and conditions of these Credit Terms.
13. Acceptance of these Credit Terms will be communicated by the execution of the following section or by the provision of further instructions to Independent Seafood Producers Pty Ltd.

Jurisdiction

14. Both parties irrevocably and unconditionally agree that this agreement and all agreements arising here from shall be subject to the Laws and jurisdiction of the State of Queensland. In the event of litigation arising out of default in these terms, such litigation will be commenced in a Queensland court of competent jurisdiction.

GUARANTEE AND INDEMNITY

To : Independent Seafood Producers Pty Ltd ; in consideration for rendering services on credit to

(Customer full legal name and ABN)

The definitions referred to in the Credit Terms apply, where necessary, to the definitions contained in this guarantee.

In consideration of Independent Seafood Producers Pty Ltd agreeing to execute the agreement to provide credit to the Customer, the guarantors agree as follows ;

1. The guarantors guarantee full, prompt, complete and continuous performance by the Customer of all of the terms, conditions and warranties contained in the credit terms to be performed by the Customer
2. The guarantors guarantee that the Customer will make the repayments
3. The Guarantors shall indemnify and hold harmless Independent Seafood Producers Pty Ltd against all loss, damage, expense and costs that Independent Seafood Producers Pty Ltd may sustain or incur as a consequence of the Customer failing or being unable to fully, promptly, completely and continuously perform the agreement.
4. The obligations imposed on the guarantors by this deed shall continue until of the terms and conditions of the Credit Terms have been fully complied with.
5. The guarantors shall not be released from any obligation or liability under guarantee and indemnity whilst any unresolved claim or issue, arising out of or incidental to the Credit Terms remains outstanding between Independent Seafood Producers Pty Ltd and the Customer.
6. Any failure by Independent Seafood Producers Pty Ltd to enforce the benefit of this deed at any time, or any forbearance, delay or indulgence granted by Independent Seafood Producers Pty Ltd to the guarantors or to the Customer shall not be construed as a waiver of Independent Seafood Producers Pty Ltd rights under this guarantee and indemnity unless such waiver is in writing and signed by Independent Seafood Producers Pty Ltd.
7. This deed binds the guarantors jointly and each of them severally.

By signing below, the Guarantor consents to Independent Seafood Producers Pty Ltd collecting the Guarantor’s personal information for the purpose of a credit assessment; and where applicable, use and disclosure to reasonably relevant parties. Should such be requested by Independent Seafood Producers Pty Ltd, the Guarantors undertake to provide a copy of their Personal Credit File from Baycorp Advantage.

SIGNED, SEALED and DELIVERED BY THE GUARANTORS ON : _____

At _____ in the State of _____

GUARANTOR

GUARANTOR 2

FULL NAME OF GUARANTOR

FULL NAME OF GUARANTOR 2

ADDRESS OF GUARANTOR

ADDRESS OF GUARANTOR 2

WITNESS

FULL NAME OF WITNESS

WITNESS

FULL NAME OF WITNESS

SIGNING BY A COMPANY

By virtue of My/ Our signature/s below, I/ We warrant and declare that :

1. I / We have read and understood the Credit Terms and agree to be bound by them.
2. I am duly authorized to enter into this contract on the Company’s behalf
3. By virtue of my/ our signature below, I/we agree to be bound by the same conditions as the customer.

Signed for and on behalf of the Customer Date : _____

By a Duly Authorized Officer Signature : _____

Name : _____

Witness _____

Schedule 1

- 1. The customer : _____ *(Customer full legal name and ABN)*
- 2. That the credit for which I/We are applying for is wholly or predominantly for business or investment purposes,
- 3. If I am not a Partner in the Firm or the Proprietor applying for Credit, I am duly authorized to enter into this contract on their behalf,

Date :

Signature _____	Full Name _____	Date _____
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Witness _____	Full Name _____	Date _____
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Signature _____	Full Name _____	Date _____
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Witness _____	Full Name _____	Date _____
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SIGNING BY A COMPANY

By virtue of My/ Our signature/s below, I/ We warrant and declare that ;

- 1. I/ We have read and understood the Credit Terms and agree to be bound by them.
- 2. I am duly authorized to enter into this contract on the Company's behalf,
- 3. By virtue of my/ our signature below, I/ We agree to be bound by the same conditions as the customer.

Signed for and on behalf of the Customer	Date : _____
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By a Duly Authorised Officer	Signature : _____
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Name :	_____
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Witness	_____
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