

CREDIT APPLICATION

2020 EDITION



JORDAN & AUSTRALIA GROUP PTY LTD

60 Belfast Street, Broadmeadows Vic 3047

Phone: 1300 707 693

Email: Info@ranafresh.com.au

Website: www.ranafresh.com.au

Code: _____

Terms: 7 NET

Sales Rep: _____

CWR Attached

Credit Score: _____

Risk: _____

Sign: _____

Date: ____/____/20____

OFFICE USE ONLY

Business Name: _____ Trading as _____

ABN: _____ (COMPULSORY) Registered Office: _____

Delivery Address: _____

Mailing Address: _____

Contact Name: _____ Phone: (____) _____

Mobile: _____ Email: _____

Account Contact: _____ Phone: (____) _____

Full name and residential address of **ALL DIRECTORS/INDIVIDUAL PROPRIETORS:**

DIRECTOR 1:

Full Name: _____ Address: _____

Ph: (____) _____ Mobile: _____ Date of Birth: ____/____/____

Driver License Number: _____ (COMPULSORY)

DIRECTOR 2:

Full Name: _____ Address: _____

Ph: (____) _____ Mobile: _____ Date of Birth: ____/____/____

Driver License Number: _____ (COMPULSORY)

*Please attach separate page for any other identities related to the business. *Please complete reverse side.

The supply of goods by Rana Fresh Distributors Pty Ltd to the Purchaser shall be on the following terms:

1. **The purchase of goods to the value \$300.00 per month minimum is required in order to keep the credit account active.**
2. Payment for good supplied shall be made by EFT to the nominated account of Rana Fresh Distributors Pty Ltd ("Rana Fresh") within 3 / 7 / 14 days (as stipulated by Rana Fresh) and on the terms of trade as varied by notice or published at <http://www.ranafresh.com.au> If payments are not made when due Rana Fresh reserves the right to stop further credit and supply only on a COD basis. **Interest is chargeable at the rate of 1.5% per month (or part thereof) on all amounts overdue.** The credit facility may be terminated by Rana Fresh without notice or reason or any liability to the Purchaser.
3. All goods supplied shall remain the property of Rana Fresh until paid in full. The goods are at risk of the Purchaser as soon as they have been delivered to or into the custody of the Purchaser, or the Purchase's agent. The Purchaser charges all of its/his/her/their assets, real and personal, with the payment of all money due under these terms. Rana Fresh may register on the Personal Property Securities Register a Purchase Money Security Interest in respect of its security interests under the terms of the supply. All legal costs (on an indemnity basis) of Rana Fresh for the payment of money or enforcement of security shall be payable by the Purchaser.
4. The Purchaser consents to, and expressly authorises Rana Fresh to give and obtain credit reporting information pursuant to the *Privacy Act 1998* and to generally make enquiries as to the credit and financial standing of the Applicant.
5. Rana Fresh is under no obligation to accept return of goods for credit without fault.
6. All prices quoted are subject to change without notice.

Signature of **Director 1:** _____ Signature of **Director 2:** _____

Date: ____/____/20____

Date: ____/____/20____

Director/Partner/Individual Trustee/Proprietor (Strike out whichever not applicable)

(If signed by a Director or Partner then such person hereby warrants personally that he/she is authorised by the Company/Partnership/Trust to make this Application and, if approved, to order goods on its behalf).

PERSONAL GUARANTEE



To: Rana Fresh Distributors Pty Ltd ("Rana Fresh")

In consideration of Rana Fresh agreeing at the request of the Guarantors named below from time to time to supply goods and services on credit

to: _____ (**insert full business name**)
I/We, _____ (**insert full name of Director 1**)
of _____ (**insert residential address of Director 1**)
And _____ (**insert full name of Director 2, if applicable**)
of _____ (**insert residential address of Director 2, if applicable**)

(herein called the Guarantor) And for our personal representative and administrators jointly and severally GUARANTEE to Rana Fresh the payment of all moneys which are now or at any time hereafter may be due by the Purchaser to Rana Fresh on any account whatsoever and in particular for credit extended to the Purchaser by Rana Fresh for the supply of goods or services and interest and other charges associated therewith and agree:-

- a) This guarantee is a continuing guarantee and shall not be considered as wholly or partly satisfied by payment of any sum of money for the time being due to Rana Fresh and shall apply to the present or any future balance of the moneys hereby secured.
- b) This guarantee shall not be determined by death.
- c) Rana Fresh may from time to time grant to the Purchaser any time or other indulgence without affecting our liability.
- d) Any payment made to Rana Fresh and later avoided by any statutory provision shall be deemed not to have discharged our liability and in such an event the parties are restored to the rights which each respectively would have had if the payment had not been made.
- e) Rana Fresh shall be at liberty from time to time and without further authority than this guarantee to debit and charge the account of the Purchaser with all costs charges expenses and payments legal or otherwise which Rana Fresh may incur in connection with obtaining or attempting to obtain payment of the moneys hereby secured whether from us or from the Purchaser.
- f) Rana Fresh may from time to time increase or otherwise vary the limit of any accommodation to the Purchaser or otherwise amend or vary the arrangements now or from time to time hereafter in force between Rana Fresh and the Purchaser at its absolute discretion and without any consent by us and it is acknowledged that this guarantee shall extend to cover the arrangements from time to time in force between Rana Fresh and the Purchaser.
- g) That notwithstanding anything contained in this instrument and notwithstanding that the whole or any part of the moneys hereinbefore described as "the moneys hereby secured" are or may be irrecoverable from the Purchaser by Rana Fresh whether by reason or any legal limitation disability or incapacity of or affecting the Purchaser or by reason of any other fact or circumstance whatsoever and whether the transactions or any of them relating to such moneys have been void ab initio or have been subsequently avoided and whether or not any of the matters or facts relating thereto have been or thought to have been within the knowledge of Rana Fresh whereby such moneys or any part thereof are not recoverable from us by Rana Fresh on the footing of a guarantee then and in such case we hereby as a separate and additional primary liability under this instrument indemnify Rana Fresh in respect of such moneys and as principal Purchasers agree with Rana Fresh to pay to Rana Fresh when demanded in writing from us a sum equal to the amount of such moneys and the terms of this instrument shall mutatis mutandis apply as far as possible to this indemnity PROVIDED ALWAYS that the total amount payable by us shall not exceed the total amount to which we would otherwise have been liable under this instrument if the said moneys were recoverable by Rana Fresh from the Purchaser.
- h) That it is acknowledged that the Guarantor not execute this document as a result of or by reason of any promise representation statement or information of any nature of kind whatsoever given or offered to us by or on behalf of Rana Fresh whether in answer to any enquiry by or on behalf of us or not.
- i) Wherever the same is used herein words importing the singular number or plural number shall be deemed to include the plural number and singular number respectively. Where there more than one Guarantor, liability shall be joint and several and the liability of one Guarantor shall not be dependent on the execution of another guarantor.
- j) It is acknowledged that Rana Fresh may from time to time seek and obtain further guarantees from other guarantors to guarantee the obligations and debts of the Purchaser and we hereby consent to such further guarantees being given and acknowledge that their granting does not diminish in any way Rana Fresh rights against us under this guarantee document.
- k) The Guarantor charges any real and personal property that he or she from time to time owns with money payable pursuant to this guarantee. The Guarantor consents to the lodgment of a caveat on the title of the real property. Rana Fresh may register on the Personal Property Securities Register a Purchase Money Security Interest in respect of its security interests under the terms of the this personal guarantee.
- l) The Guarantor consents to, and expressly authorises Rana Fresh to give and obtain credit reporting information pursuant to the *Privacy Act 1998* and to generally make enquiries as to the credit and financial standing of the Guarantor.

AND recognising that it is on the basis of this guarantee that credit will be extended to the Purchaser we certify that the full and correct name of the Purchaser is as set out at the head hereof.

SIGNED SEALED AND DELIVERED by the said Guarantors

1. Guarantor signature: _____ 2. Guarantor signature: _____
Full name: _____ Full name: _____
Date signed: ____/____/20____ Date signed: ____/____/20____

in the presence of:-
Witness signature: _____ Witness signature: _____
Witness full name: _____ Witness full name: _____