



A MUSUMECI PTY LTD (ABN 45 003 699 296) Trading as

BETTER CHOICE FISHERIES

79 MONTAGUE STREET NORTH WOLLONGONG NSW 2500

PH : (02) 4253 1888 FAX : (02) 4227 3230

24 HOUR ORDER'S LINE : (02) 4253 1850

Visit our website www.betterchoicefisheries.com.au

CREDIT APPLICATION

All pages must be returned, and initialled where indicated at the bottom of each page and signed where required. If these details are not completed there may be a delay in establishing this account.

SALES REP

CUSTOMER NO :

1) Business Details

TRADING NAME			
ABN			
TRADING ADDRESS			P/CODE
DELIVERY ADDRESS			P/CODE
POSTAL ADDRESS			P/CODE
PHONE NUMBER			
EMAIL ADDRESS			
FAX NUMBER			
MOBILE NUMBER			

(a) Where possible statements will be emailed or faxed

Delivery Instructions

Please Detail between what times deliveries can be made.	<input type="text"/>
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2) Business Type

a) If a sole Trader?

FULL NAME			
HOME ADDRESS			P/CODE
HOME PHONE No			
LICENCE NUMBER		Date of Birth	

b) If a Company?

COMPANY NAME			
A.C.N. NUMBER			
REGISTERED OFFICE			
DATE INCORPORATED			



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b) Company Directors Details

FULL NAME (A)			
ADDRESS	P/CODE		
DATE OF BIRTH	DRIVERS LICENCE		
FULL NAME (B)			
ADDRESS	P/CODE		
DATE OF BIRTH	DRIVERS LICENCE		
FULL NAME (C)			
ADDRESS	P/CODE		
DATE OF BIRTH	DRIVERS LICENCE		

c) If a Partnership? (Details required for each Partner)

FULL NAME (A)			
ADDRESS	P/CODE		
DATE OF BIRTH	DRIVERS LICENCE		
FULL NAME (B)			
ADDRESS	P/CODE		
DATE OF BIRTH	DRIVERS LICENCE		
FULL NAME			
ADDRESS	P/CODE		
DATE OF BIRTH	DRIVERS LICENCE		

3) Are Business Premises Owned?

Yes / No

If Leased?

LANDLORDS' NAME			
ADDRESS	P/CODE		
PHONE NUMBER			
FAX NUMBER			

4) How long has business been trading at this address?

Years	
Months	

5) Bank Account Details

BANK	
BRANCH	
NAME OF ACCOUNT	
BRANCH PHONE No	

6) Expected Weekly Purchases?

\$ PW

7) Current Trade References (At Least Three Required)

Name	Contact	Phone	Fax



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Terms and Conditions

Credit Checks

Agreement that Better Choice Fisheries may seek consumer credit information (Section 18k (1) (b), Privacy Act 1988).

If Better Choice Fisheries considers it relevant to assessing my/our application for commercial credit, I/we agree to Better Choice Fisheries obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Better Choice Fisheries.

Exchanging information with other credit providers (Section 18k (1) (b), Privacy Act 1988).

I/we agree to Better Choice Fisheries obtaining personal information about me/us from other credit providers, whose names I/we may have provided for Better Choice Fisheries or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to Better Choice Fisheries.

Agreement to a credit provider being given a consumer report to collect overdue payments on commercial credit (Section 18k (1) (b), Privacy Act 1988)

I/we agree that Better Choice Fisheries may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

Prices

Prices quoted in price lists or catalogues published by A Musumeci Pty Limited A.C.N 003 699 296 trading as Better Choice Fisheries (BCF) or by its representatives are subject to change without notice and are not binding on BCF. All products are charged at the applicable price ruling at the date upon which the products leave our premises for delivery to the purchaser.

Non – Availability of Products

While every effort will be made to fulfil the customer's orders for products, BCF shall not be liable for any loss or damage arising as a result of non-availability of stock.

Delivery

BCF will use all reasonable avenues to meet its customers requested delivery dates, however BCF shall not be liable to the customer for any loss or damage whatsoever should the delivery be delayed or if BCF is prevented from delivering the products by circumstances beyond its control. It is the customer's responsibility to inspect all the products upon delivery. BCF shall not be liable for short delivery unless the customer notifies BCF upon receipt of the delivery. Any notification of poor quality products must be received within 24 hours otherwise a credit will not be considered or issued.

Terms of Payment

The information supplied by the customer is utilized for the purchase of establishing a credit account with BCF and in signing this application the customer hereby agrees to pay all invoices within the trading terms advised to them by BCF. A "C.O.D account" requires the invoice amount to be paid in full on delivery. A "Seven Day Account" has statements printed Friday weekly; all invoices from the previous seven days are included on the statement. The account needs to be paid in full by the following Friday. A "Fourteen Day Account" has statements printed on Friday fortnightly; all invoices from the previous fourteen days are included on the statement. The account needs to



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be paid in full by the following Friday. A "Thirty Day Account" has statements printed on the last day of each month; all invoices from that month are included on the statement. The account needs to be paid in full by the 15th Of the following month. A "Monthly Account" has statements printed on the last day of each month; all invoices from that month are included on the statement. The account needs to be paid in full by the last day of the following month.

Where a customer has a credit terms account with BCF and is overdue with any payment or if BCF is in receipt of Bank or Trade References which it considers unsatisfactory, BCF reserves the right to amend the account to a C.O.D Account or another credit terms account which it considers more suitable.

Fees and Charges

BCF reserves the right to recover its costs in relation to certain administrative areas. If a customer provides a cheque to BCF and the cheque is dishonoured, BCF will duly charge its customer \$50.00 (Subject to change without notice) which will cover the cost charged to BCF by its Bank and also the administrative cost in processing a dishonoured cheque.

If an account remains unpaid and numerous attempts have been made by BCF to recover its money BCF reserves the right to forward the account to a debt collection agency to assist in the recovery of the account. BCF reserves the right to pass onto customers any reasonable costs incurred in the collection of the account should the account fall outside our trading terms and require collection action. An administration fee of \$250.00 will be applied to any account, which is referred to a debt collection agency to enable BCF to recover its administrative expenses in relation to delinquent accounts.

Interest on Overdue Accounts

If BCF is not paid for any goods within 30 days of the due date specified on each invoice and also on each statement then, without prejudice to any other right or remedy;

- a. All outstanding monies will carry interest on daily balances until paid at a rate of interest per annum which is equal to the rate charged by the Commonwealth Bank of Australia Limited for "Business – Unsecured/Directors Guarantee" which is advertised daily on the website for the Commonwealth Bank.
- b. BCF may recover the invoiced price of the products together with all interest and fees forthwith from the customer as a liquidated debt in a Court or Tribunal of competent jurisdiction irrespective of any claim that the customer may have against BCF for anything or matter related to the products delivered to the customer.

I have read and understood the Terms and Conditions and acknowledge that failure to comply with the said conditions will cause the withdrawal of the credit facilities and may lead to subsequent legal action and as a Director and/or Duly Authorised Officer of the Applicant I give permission to BCF to request information in relation to my credit worthiness from any relevant parties or agencies.

Rights in Relation to Goods

BCF reserves the following rights in relation to the goods until all accounts owed by the customer to BCF are fully paid:-

- a) Ownership of the goods;
- b) To enter the customer's premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods;
- c) To keep or resell any goods repossessed pursuant to (b) above.
- d) If the goods are resold, or products manufactured using the goods are sold, by the customer, the customer shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold or used in the manufacture of the goods sold in a separate identifiable account as the beneficial property of BCF and shall pay such amount to BCF upon request.



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Notwithstanding the provisions above BCF shall be entitled to maintain an action against the customer for the purchase price and the risk of the goods shall pass to the customer upon delivery.

FOR PARTNERSHIPS – ALL PARTNERS ARE TO SIGN THE APPLICATION

Signed for and on behalf of the Applicant

Signed for and on behalf of the Applicant

_____ / /

_____ / /

NAME – Please Print

NAME – Please Print

DIRECTORS PERSONAL GUARANTEE (Only required if applicant is a company)

In consideration to BCF agreeing to give credit to the applicant, I/We jointly and each of us severally agree to the terms and conditions as set out in this agreement with BCF which may be varied from time to time as BCF seems fit. I/We whose names appear below agree to be individually responsible for payment of all monies, which may also include interest and fees, now or at anytime due and remaining unpaid by the applicant. This guarantee is to be a continuing guarantee and my/our liability under it shall not be affected by BCF granting time extensions or any other indulgence.

_____ / /

_____ / /

Guarantors Signature

Guarantors Signature

Full Name- Please Print

Full Name- Please Print

Witness Signature

Witness Signature

Witness Name

Witness Name

I/We declare that all the above particulars that I have completed are true, correct and complete in all material respects.

The Common Seal of the Applicant was hereunto
Affixed by the authority of the Board of
Directors in the presence of

Director

Secretary