



FRUITMARK

Fruitmark Pty Ltd ABN 25 003 815 334

Fruitmark Pty Ltd
Unit 7 / 9 Compark Circuit
MULGRAVE VICTORIA 3170
Telephone: (03) 8561 3188
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www.fruitmark.com

APPLICATION FOR CREDIT

The Applicant hereby applies to [Fruitmark Pty Ltd trading as Fruitmark \("Fruitmark"\)](#) ACN 003 815 334 ABN 25 003 815 334 to supply goods and/or services on credit to the Applicant:

Applicant's Details

Applicant's full name: (**"the Applicant"**)

Trading name (if any):.....

ACN ABN

Type of Entity (*tick*) Company Sole Trader Partnership Trustee

Note: We do not accept applications in the name of a trust only - the Applicant must be the trustee.

If trading as a trustee, please provide name of trust:

Applicant's Registered Office:

Business mailing address:

Business Address:

Contact person:

Telephone number: (...) Fax No:

Mobile number: (...) E-mail Address:

Type of Business: How long in business:

Are Business Premises Owned or Rented?

Bank Details:

Bank: _____ Branch: _____ Phone: _____

Accounts Payable Officer: _____

Trade References: (of suitable value to estimated sales with Fruitmark)

1) Company: _____ Contact: _____ Phone: _____

2) Company: _____ Contact: _____ Phone: _____

3) Company: _____ Contact: _____ Phone: _____

Accountant:

Name: _____ Phone: _____

Disclosure of Bankruptcy:

Has the Applicant or any of its directors or partners ever been a bankrupt, or entered into an arrangement under the *Bankruptcy Act* 1966 (Cth) or been a Director or Officer in a company that has been placed under external administration? YES / NO *Please CIRCLE*

If yes, please provide details:

OFFICE USE ONLY	
APPROVED/REJECTED	ACCOUNT NO
DATE	CREDIT LIMIT

TERMS AND CONDITIONS OF APPLICATION FOR CREDIT

1. Application

- 1.1. The Applicant hereby applies to establish a credit facility with **Fruitmark** and agrees to be bound by **Fruitmark's** current Terms of Trade in use at the time an order is placed. The Applicant acknowledges by its execution of this application for credit that it agrees to **Fruitmark's** current Terms of Trade (the Terms of Trade applicable at the time of this application for credit are available at www.fruitmark.com).
- 1.2. A credit facility granted by **Fruitmark** to the Applicant remains available, regardless of whether or not it is being used, until terminated by written notice from one party to the other. The Applicant acknowledges that **Fruitmark** in its absolute discretion may reject, grant or vary a credit facility on such conditions as it considers appropriate and suspend or cancel without notice all credit facilities granted to the Applicant. Upon termination or suspension, these terms and conditions continue to apply to all amounts owed by the Applicant to **Fruitmark** until they have been paid in full.
- 1.3. The Applicant declares that as at the date of this application for credit the Applicant is solvent and able to pay its accounts within allowed trading terms.
- 1.4. The Applicant must advise **Fruitmark** in writing of any changes in the details of the Applicant or its partners, directors or shareholders within two (2) business days of such change occurring.
- 1.5. If the Applicant sells its business, it will remain liable for all orders made on its account before it notifies **Fruitmark** in writing of the completion of the sale of its business.

2. Payments

- 2.1. Each invoice for goods/services provided by **Fruitmark** to the Applicant must be paid on or before 30 days from the End of the Month (EOM) of the invoice date.
- 2.2. If an invoice is not paid within 45 days after the End of the Month (EOM) of the invoice, the Applicant's credit trading facility will be automatically suspended.
- 2.3. Unless otherwise stated all of **Fruitmark's** quotations or charges are exclusive of GST. **Fruitmark** will provide a tax invoice to the Applicant and the Applicant must reimburse **Fruitmark** for any GST payable by it on each taxable supply it makes to the Applicant.
- 2.4. If the Applicant fails to pay any amount it owes to **Fruitmark** by the due date then, in addition to any other rights **Fruitmark** may have, it may charge the Applicant interest at the rate of 2% per calendar month, calculated daily and capitalized monthly, for each day that the amount is overdue plus all recovery expenses and legal costs (calculated on a full indemnity basis) incurred by **Fruitmark** in connection with the default in payment.
- 2.5. All payments received by **Fruitmark**, whether or not purporting to be made for some specific item or invoice, may be applied by **Fruitmark** in its absolute discretion, first, in full payment of all interest, recovery expenses and legal costs under clause 2.4 and secondly, to the oldest outstanding invoiced amount.

3. Use of Information

- 3.1. The Applicant acknowledges that the information provided by the Applicant in this application for credit is subject to **Fruitmark's** Privacy Policy, a copy of which is available at www.fruitmark.com.
- 3.2. The Applicant acknowledges that **Fruitmark** by this clause informs the Applicant that, under section 18E(8)(c) of the Privacy Act ("the Act") **Fruitmark** is allowed to give a credit reporting agency personal information about this application for credit. The information which may be given to an agency is covered by section 18E(1) of the Act and includes:
 - (a) Identity particulars as permitted by the Privacy Commissioner's determination issued under section 18E(3);
 - (b) The fact that the Applicant has applied for credit and the amount of credit for which the Applicant has applied;
 - (c) The fact that **Fruitmark** is a current credit provider to the Applicant;
 - (d) Details of payments which become more than 60 days overdue and for which collection action has commenced;
 - (e) Advice that payments are no longer overdue;
 - (f) In specified circumstances, advice that, in the opinion of **Fruitmark**, the Applicant has committed a serious credit infringement; and
 - (g) Advice that credit provided to the Applicant by **Fruitmark** has been paid or otherwise discharged.
- 3.3. The Applicant acknowledges and agrees that if **Fruitmark** considers it relevant to assessing its application for commercial credit, **Fruitmark** may obtain from a credit reporting agency, a credit report containing personal credit information about the Applicant in relation to commercial credit provided by other creditors.
- 3.4. The Applicant acknowledges and agrees that **Fruitmark** may at any time receive from a credit reporting agency a credit report containing personal information about the Applicant in relation to overdue payments.
- 3.5. The Applicant agrees that **Fruitmark** may give information about the Applicant's credit arrangements to and seek information about the Applicant's credit arrangements from any credit provider named in a credit report issued by a credit reporting agency and any existing, previous or future supplier of goods/services to the Applicant or any related entity of the Applicant (as defined in the Corporations Act). The Applicant understands that this information can include details concerning the Applicant's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Act.
- 3.6. The Applicant authorizes its bank, accountant and trade references to release information to assist **Fruitmark** in considering this application for credit.

4. Charge over real estate

- 4.1. In consideration of **Fruitmark** extending credit to the Applicant or considering this application for credit, the Applicant charges the interest the Applicant has now or in the future either solely or jointly or as tenant in common in any real estate to secure the repayment of any amount the Applicant owes to **Fruitmark** from time to time.
- 4.2. The Applicant acknowledges **Fruitmark's** right pursuant to the security hereby given to lodge a caveat on any real estate in which the Applicant has such an interest and the Applicant agrees to execute a mortgage in favour of **Fruitmark** upon request by **Fruitmark** and do or cause to be done all such things as are necessary to give effect to the security hereby given. The Applicant further acknowledges that the security hereby given will continue until **Fruitmark** gives a final release in respect of it.
- 4.3. The Applicant further agrees to pay **Fruitmark's** legal costs and disbursements (calculated on an indemnity basis) of and incidental to the preparation, stamping and registration of the security hereby given and its subsequent discharge or incurred in protecting or exercising its rights in respect of the security hereby given.

5. Security interest over personal property

- 5.1. In further consideration of **Fruitmark** extending credit to the Applicant or considering this application for credit, the Applicant grants **Fruitmark** a security interest in all present and after-acquired personal property which is owned solely or jointly by or in the possession of the Applicant from time to time to secure the payment of any amount the Applicant owes to **Fruitmark** from time to time.
- 5.2. The Applicant acknowledges that the security interest granted to **Fruitmark** pursuant to clause 5.1 is capable of registration pursuant to the *Personal Property Securities Act 2009* ("PPSA"). The Applicant waives its right to receive notification from **Fruitmark** of the registration where it is registered over commercial property pursuant to S157(3) of the PPSA and acknowledges that the security interest will continue until **Fruitmark** gives a final release in respect of it.
- 5.3. The Applicant acknowledges that **Fruitmark** will take all necessary steps to register its security interest under the PPSA, and hereby consents to **Fruitmark** doing so. The Applicant further undertakes to promptly provide any information and do all things as required by **Fruitmark** to enable **Fruitmark** to perfect its security interest in the secured property.

6. Interpretation

- 6.1. A statement by **Fruitmark** or signed by any person duly authorised from time to time by **Fruitmark** shall be conclusive evidence that the amount stated therein is owing by the Applicant to **Fruitmark** except to the extent of any demonstrable error.
- 6.2. This application for credit shall be read and construed in accordance with the laws of the State of Victoria and both **Fruitmark** and the Applicant agree to submit to the jurisdiction of the courts and tribunals of that State.

THE APPLICANT (being the above named person, firm or company):

- 1) **DECLARES** that the statements contained in this application for credit are true and correct in every particular.
- 2) **ACKNOWLEDGES** having read and understood the terms of this application for credit and **Fruitmark's** current Terms of Trade (available at www.fruitmark.com).
- 3) **COVENANTS AND AGREES** with **Fruitmark** to be bound by the terms and conditions of this application for credit and **Fruitmark's** Terms of Trade as in force from time to time.
- 4) **ACKNOWLEDGES AND AGREES** that every sale of goods or services by **Fruitmark** or transaction between the Applicant and **Fruitmark** will be subject to **Fruitmark's** then current Terms of Trade.
- 5) **AUTHORISES** **Fruitmark** to:
 - (a) obtain written trade references from any one or more of the companies/businesses nominated by it in this application for credit; and/or
 - (b) a written solvency reference from the bank identified in this application for credit.
- 6) **WARRANTS** that the Applicant signs this application for credit freely, voluntarily and without any duress on the part of **Fruitmark**.

