



APPLICATION FOR CREDIT

PAYMENT TERMS - 7 DAYS | Once completed, please email application to our Accounts Manager Jodie - accounts@wholesalefruitco.com.

APPLICANT DETAILS (Please circle) Corporation / Company / Sole Trader / Personal Applicant / Franchise / Partnership

Full or Legal Entity Name:	
Trading Name:	
ABN:	Nature of Business:
Physical Address:	
Billing Address:	
Mobile:	Phone:
Estimated Weekly Spend: \$	Credit Limit Required: \$

PROPRIETORS/DIRECTORS DETAILS

The Wholesale Fruit Company requires the proprietors/directors to sign the personal guarantee and indemnity contained in Page 3 of this application. Details of further proprietors/directors should be separately listed and forwarded with the application.

DIRECTOR ONE -

Full Name:	DOB:
Residential Address:	
State:	Postcode:
Mobile:	Driver's Licence #:
Email:	

DIRECTOR TWO -

Full Name:	DOB:
Residential Address:	
State:	Postcode:
Mobile:	Driver's Licence #:
Email:	

CONTACT DETAILS - ACCOUNTS PAYABLE

Accounts Contact Name:	Accounts Phone:
Accounts Email:	

CONTACT DETAILS - KITCHEN

Head Chef's Name:	Head Chef's Mobile:
Sous Chef's Name:	Sous Chef's Mobile:
Email for Web/App Ordering System:	
Email for Order Confirmations:	
Preferred Delivery Time:	
Delivery Instructions:	

TRADE REFERENCES

REFERENCE ONE -

Supplier's Trading Name:	
Contact Name:	Contact Number:
Contact Email:	

REFERENCE TWO -

Supplier's Trading Name:	
Contact Name:	Contact Number:
Contact Email:	

Sales Rep: Steve Cook - 0417 635 997 | Sales Manager: Tash Bensted - 0416 049 283 | Accounts Manager: Jodie Bensted - 0413 441 772

Bensted Investments Pty Ltd T/As The Wholesale Fruit Company | ABN 29 057 415 504
 Located in J Block, Unit 4-6, 385 Sherwood Rd, Brisbane Markets QLD 4106

GUARANTEE AND INDEMNITY

The guarantors acknowledge that: -

(Company Name):

ABN:

("The Company") has, at the request of the guarantors, submitted an application to be supplied credit by Bensted Investments Pty Ltd trading as The Wholesale Fruit Company ABN 29 057 415 504 ("WFC").

The guarantors acknowledge and agree that this Guarantee and Indemnity shall apply to the provision of credit to the company by WFC, and that the Guarantee and Indemnity hereby granted is enforceable by any branch of WFC which has supplied credit to the company.

OPERATIVE PART:

The guarantors: -

- A. Guarantee punctual payment to WFC of all amounts which the Company does or may at any time in the future owe to WFC.
- B. Guarantee punctual and correct compliance with all obligations (including payment obligations) which the Company owes now or may in the future owe to WFC.
- C. Indemnify WFC against any loss it may suffer if the Company does not meet any of its obligations.

This Guaranteed Indemnity creates a principal obligation from the Guarantor to WFC and is in addition to any security WFC holds from the Company. This Guarantee and Indemnity may be enforced without WFC having taken any steps against the Company or its security.

This Guarantee and Indemnity is not affected and is still enforceable: -

- A. If any amount owing to WFC by the Company is not recoverable from the Company for any reason at all
- B. If WFC does not comply with any law or any agreement with the Company
- C. If WFC grants any time, release or other concessions to the Company or the Guarantor or any more of the Guarantors
- D. If one or more of the Guarantors or any other party does not execute this Guarantee and Indemnity
- E. In the event of death incapacity, administration, bankruptcy or insolvency of the Company or any of the Guarantors
- F. If a payment by the Company or by any Guarantor to WFC is set aside in bankruptcy, litigation or official management of the Company or of any Guarantor
- G. If a Guarantor ceases to be a Director or to be involved with the Company or the status changes at all.
- H. If WFC agrees to extend or increase at any time any credit limit imposed on the applicant
- I. If any other thing occurs which could otherwise limit the effect of the Guarantee and Indemnity

This Guarantee and Indemnity is a continuing Guarantee and Indemnity and is not wholly or partially discharged until all credit arrangements between WFC and the Company is ended, all amounts owing to WFC by the Company are paid, and all obligations of the Company to WFC are Where there are two or more guarantors, their obligations are joint and several and none of them shall be discharged from their obligations under this Guarantee and Indemnity if: -

- A. This Guarantee and Indemnity is not enforceable against one of them or the liability of one of them ceases
- B. Any Guarantee dies or
- C. If any one of them is unable to perform his or her obligations under the Guarantee and Indemnity

The Guarantors agree to waive all rights inconsistent with the terms of this Guarantee and Indemnity.

Each Guarantor charges with payment of the monies and the compliance with all obligations secured by this Guarantee and Indemnity all beneficial interests (freehold and leasehold) in real property held now or in the future by a Guarantor. Each guarantor agrees that if demand is made upon him or her or by WFC, that Guarantor will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required by WFC and against the event that he, she or it fails to do so within a reasonable time for being so requested, that Guarantor hereby irrevocably and by way of security appoints AFM (QLD) Pty Ltd to be his or her true attorney to execute and register such instruments.

Each Guarantor agrees that WFC may seek from a credit reporting agency, a credit report containing personal information about them to assess whether to accept them as guarantors for credit applied for or provided to the Company. The Guarantors agree that if WFC has approved the Company's application for credit, this Deed remains in force until the credit facility covered by the Company's application ceases.

If the Company is the trustee of a trust, the Guarantors warrant that the Company has full authority as trustee to enter into agreements for the supply to it of goods and services, or both on credit.

If a notice of demand is given to one of the guarantors it will mean it is given to all of them.

"The Company" includes its successors and assignees. "Guarantors" includes the heirs, executors, administrators and assignees of each Guarantor.

GUARANTOR ONE:

Guarantor Signature:

Name of Guarantor: (please print)

Date:

Signature of Witness:

Name of Witness: (please print)

Date:

GUARANTOR TWO:

Guarantor Signature:

Name of Guarantor: (please print)

Date:

Signature of Witness:

Name of Witness: (please print)

Date:

TERMS & CONDITIONS

I/We agree to be bound by the following terms and conditions in relation to the accommodation of credit by Bensted Investments Pty Ltd ABN 29 057 415 504 trading as The Wholesale Fruit Company ("WFC").

Upon the acceptance of these terms and conditions you agree to pay for all goods sold and delivered within 7 days from the week of delivery any variation to this payment term must be agreed in writing by WFC.

That WFC may in the event that the conditions in clause 1 are not complied with or you otherwise fail to comply with your obligations to WFC in any respect -

- A. Revoke the credit accommodation and require that any further transactions by you be on a cash-on-delivery "COD" basis.
- B. Require that all amounts owing to WFC for any reason whatsoever shall become immediately due and payable without deduction or demand.
- C. Charge an account service fee of 2.0% per month from the due date for settlement until the date payment is made.

That you agree to pay any costs, commissions and legal expenses whatsoever arising from the collection of any overdue monies. Such interest, costs, commissions and legal expenses may be recovered as a liquidated debt.

If you are a company WFC may, at its discretion require that the Directors give a guarantee and indemnity in the form required by WFC. WFC reserves the right to require a guarantee and indemnity to be given by any person in any other circumstances.

Notwithstanding the passing of risk, all goods delivered by WFC to you remain the property of WFC until all goods supplied to you by WFC have been paid for in full. WFC reserves the right to enter your premises and recover the goods and/or dispose of the goods until payment has been received in full.

You and where you are unincorporated each proprietor, hereby charges with payment of the monies and compliance with all obligations owed by you to WFC under these terms and conditions all beneficial interests (freehold and leasehold) in real property held now or in the future by you. Each of you agrees that if demand is made upon you or any one of you by WFC you will immediately execute a mortgage in a registrable form or consent to a caveat, as required by WFC, to secure the interest of WFC pursuant to this equitable mortgage. If you fail to do so within a reasonable time of being so requested, you irrevocably and by way of security appoint AFM (QLD) Pty Ltd to be your true and lawful attorney to register and execute such instruments.

That all goods supplied by WFC to or for you are supplied only upon the terms and conditions contained in WFC's Standard Terms and Condition of Trade. Until altered conditions of trade are notified to you in writing, you agree that the current conditions of trade shall continue to apply.

That WFC may from time to time alter its Standard Terms of Credit and such altered conditions or terms shall apply in respect of all transactions taking place after notification to you of such altered terms of credit.

That WFC may at any time and without the need to provide a reason to you refuse to extend further credit to you and that its previous approval of your account application does not require WFC to extend to you any particular amount of credit.

WFC may refuse an initial application for credit, but may proceed if WFC is able to obtain insurance against default by you and you pay WFC the amount of any premium for the insurance.

WFC may at any time set off amounts owed by WFC to you from the amounts owed by you to WFC.

No claims against WFC in relation to loss or damage will be considered unless all amounts owing by you to WFC have been paid in full.

Where there is more than one account holder, each account holder shall be joint and severally liable under the terms of this Commercial Credit Application.

You agree to notify WFC of any change in ownership or address. Notwithstanding any change in the ownership/trading structure or any advice by it to WFC of such change, you will remain personally liable for any goods and services requested by you or on your behalf until you have received written confirmation from WFC that your account has been closed and full payment received and a new account has been opened in the name of the new entity.

WFC may require that you enter further security documentation as a condition of granting further credit or continuing credit. If there is an inconsistency between the provisions of these security documents then the provisions of the security documents will prevail.

In accordance with the provisions of the Privacy Act, if WFC considers it relevant to assessing my/our application for commercial credit, I/we agree to WFC obtaining from a credit reporting agency a credit report containing personal information about me/us in relation to commercial credit provided by WFC. In accordance with the provisions of the Privacy Act, if WFC considers it relevant to collecting overdue payment in respect of commercial credit provided by me/us, I/we agree to WFC receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments.

Under the Privacy Act, WFC is allowed to give a credit reporting agency personal information about your credit application, information which may be given to an agency includes; identity particulars; the fact that you have applied for credit and the amount, the fact that WFC is a credit provider to you, payments which become overdue more than sixty (60) days and for which collection action has been commenced; advice that payments are no longer overdue; cheques drawn by you which have been dishonoured more than once; in specific circumstances, that in the opinion of WFC, you have committed a serious credit infringement, that credit provided to you by WFC has been paid or otherwise discharged.

That failure by WFC to insist upon compliance with any provisions of these terms does not constitute a waiver of that provision and WFC shall be entitled to insist upon compliance with all procedures of these terms at any time.

If any provision or part of a provision of these terms and conditions is found to be unenforceable than that provision or part of a provision shall be severed and the remaining provisions shall continue to be binding and have full force and effect on WFC and you.

The law applicable to these terms and conditions is the law of the State of Queensland and the parties agree to submit to the jurisdiction of the Courts of that State.

A. I/we have read and understand the terms of this application and confirm that the terms will apply to any credit facility provided by The Wholesale Fruit Company to me/us; and

B. The information supplied by me/us, the applicant, in this application is true and correct and acknowledge that The Wholesale Fruit Company and any related entities will use this information for the purpose of assessing my/our commercial credit application.

(Please circle) **DIRECTOR / SOLE TRADER / PARTNER ONE:**

Signature:

Full Name: (please print)

Date:

(Please circle) **DIRECTOR / SOLE TRADER / PARTNER TWO:**

Signature:

Full Name: (please print)

Date:



CREDIT CARD AUTHORISATION FORM

If you would like to pay by direct deposit, please fill in the first 3 pages of the Application for Credit and leave this page blank.

If you would prefer to pay your invoices by Credit Card, please fill in all **4 pages** of the Application for Credit.

CUSTOMERS DETAILS: (Please circle) Corporation / Company / Sole Trader / Personal Applicant / Franchise / Partnership	
Full or Legal Entity Name:	
Trading Name:	
ABN:	Nature of Business:
Physical Address:	
Billing Address:	
Mobile:	Phone:

CREDIT CARD INFORMATION		
Card Type: (Please circle)	VISA	MASTERCARD
Credit Card Number:		
Expiration Date: (mm/yy)		
Card Security Code: (last 3 digits on back of card)		
Full Name of Cardholder:		
Name on Card: (exactly as it appears on the card)		
Cardholder's Signature:		

CUSTOMER'S AUTHORITY TO CHARGE CREDIT CARD
I, _____, authorise The Wholesale Fruit Company to charge my credit card as stated:
My signature below indicates my knowledge and acceptance that my credit card, listed above, is to be charged by The Wholesale Fruit Company as per the terms ticked below: (please tick the appropriate box)
<input type="checkbox"/> Amount as per daily invoice
<input type="checkbox"/> Amount as per weekly statement
<input type="checkbox"/> One off payment for the amount of \$ _____
Cardholder's Signature:

ADDITIONAL INFORMATION
If you would like to opt out of this payment at any time, please inform The Wholesale Fruit Company by phoning our Accounts Manager Jodie on 0413 441 772 or by emailing accounts@wholesalefruitco.com .
Please note that there is a 1.2% surcharge applicable to all credit card payments.