

Riverbank Milling Pty Ltd (ACN 104 652 422) trading as Riverbank Stockfeeds
ACCOUNT APPLICATION FORM - FOR 30 DAYS CREDIT FROM DELIVERY DATE
 Please completed all pages and return original signed application by mail to: **Riverbank Milling P/L P.O Box 221 Werribee 3030**

Thank you for choosing us as your supplier

Complete only if a registered company is applying for credit.

Company registered name:	
ABN	ACN
Trading name	Date of incorporation
Registered office address	Post code

In all cases, please complete the following details.

Trading Name	
ABN	
1 st Persons name	DOB D/Lic No
1 st Home address	Post code
2 nd Persons name	DOB D/Lic No
2 nd Persons address	Post code
Business address	
Postal address	Post code
Telephone number	Mobile Number
Fax number	Other phone Numbers
Credit limited required \$	Email
Expected feed required each month Tonnes	Managers names:
Is this a share farmed arrangement? (Circle) YES or NO If Yes fill out an additional credit application by share farmer and provide copy of share farm or lease agreement. (Product in Bags will not be share farmed)	
Have you ever been a customer of Riverbank Stockfeeds in the past? (Circle) YES or NO If Yes what was the trading name or company name used?	
*Trade reference Names	Trade references Phone No
1:	
2:	
3:	

***Please note some companies do not give out trade reference information. This may delay your credit application check.**

Please fill in all requested information as any mistakes or omission will delay this application.
 Allow 7 days to process, and no guarantee is given by Riverbank that credit will be approved with this application.
 Minimum Monthly spend of \$2000 required to apply for credit.

(Only complete if credit application is made by a Company)

GUARANTEE AND INDEMNITY TO RIVERBANK MILLING PTY LTD & RIVERBANK STOCKFEEDS

IN CONSIDERATION of Riverbank Milling Pty Ltd (ACN 104 652 422) t/a Riverbank Stockfeeds ("Riverbank") at the request of the undersigned parties (each of them a "Guarantor" or collectively the "Guarantors") of

Insert Company Name:

("Company") agreeing to this application and providing credit to the Company, each of the Guarantors hereby irrevocably and unconditionally GUARANTEE to Riverbank the due and punctual payment of all monies now due or owing, or which may hereafter become due or owing, by the Company to Riverbank.

AND IT IS FURTHER AGREED: -

1. This guarantee is a continuing guarantee and is irrevocable without the consent of Riverbank and unless such consent is obtained shall remain in full force and effect until all monies and obligations due by the Company to Riverbank have been finally paid, satisfied and performed in full and a formal discharge or release of this guarantee has been given by Riverbank to each of the Guarantors.
2. Riverbank may, from time to time, make any arrangements or compromise with the Company in relation to the whole or any part of any monies due by the Company to Riverbank but any arrangement or compromise shall in no way abrogate the liability of the Guarantors (or any of them).
3. In the event of the liquidation or insolvency of the Company or of any Guarantor, then each of the Guarantors agree not to prove in such liquidation or insolvency in competition with Riverbank in respect of any claim by Riverbank against the Company or any Guarantor and each Guarantor hereby authorises Riverbank to prove for all monies owed to it by the Company or any other Guarantor in preference to any claim by them or any of them.
4. Riverbank may, from time to time, amend or vary or agree to any amendments or variation to the credit limit for the Company without the need to provide notice to the Guarantors.
5. Riverbank shall be entitled to recover from the Guarantors (or any of them) without first taking any steps or proceedings against the Company.
6. If there is more than one Guarantor, this guarantee binds them jointly and each of them severally.
7. If the whole or any part of the moneys owed by the Company to Riverbank is or may become irrecoverable from the Company for any reason whatsoever whereby the amount thereof or resulting there from is not recoverable from the Guarantors as a surety (or is to be repaid pursuant to any statutory provision relating to preferences), then and in each such case: -
 - (a) the Guarantors as a separate and additional liability under this guarantee hereby indemnify Riverbank in respect of the debt of the Company;
 - (b) as a principal debtor the Guarantors hereby agree to pay Riverbank when demanded by it in writing a sum equal to the amount of the debt of the Company; and
 - (c) for the purposes of this indemnity, this clause shall be construed as if the debt of the Company were recoverable and the terms of this guarantee will apply as far as possible, with any necessary changes being made.
8. A certificate by an officer of Riverbank as to the amount (including any interest if applicable) for the time being due from the Company to Riverbank is conclusive in the absence of manifest error.
9. Each of the Guarantors hereby agrees to reimburse Riverbank for its expenses incurred in connection with the enforcement of, or the preservation of any rights under, this guarantee including legal costs and expenses on a full indemnity basis.
10. Any demand or notice will be made in writing signed by an officer or agent of Riverbank and may be served on the Guarantor either by hand or by post. Any demand or notice in writing may be addressed to the Guarantors at the address or place of business last known to Riverbank and will be deemed to have been received on the second business day following the day on which it was posted and will be effective even if it is returned undelivered to the guarantors.
11. The guarantors or any of them agree that Riverbank may seek information at any time from a credit reporting agency in assessing this application, assessing whether to accept this guarantee and if necessary for the purpose of collecting overdue payments of commercial credit. The Guarantors or any of them authorise the exchange of credit information concerning the guarantors or any of them.

SIGNED SEALED AND DELIVERED AS A DEED by: -

Date:	Date:
Signature of guarantor 1.....	Signature of guarantor 2.....
Full name of guarantor 1.....	Full name of guarantor 2.....
Signature of witness.....	Signature of witness.....
Name of witness.....	Name of witness.....
<hr/>	
Date:.....	Date:.....
Signature of guarantor 3.....	Signature of guarantor 4.....
Full name of guarantor 3.....	Full name of guarantor 4.....
Signature of witness.....	Signature of witness.....
Name of witness.....	Name of witness.....

(In all cases, please Read & Complete the following)

TERMS AND CONDITIONS OF SALE

These are the terms and conditions of sale of Riverbank Milling Pty Ltd (ACN 104 652 422) t/a Riverbank Stockfeeds applicable to all transactions between it and its Customers:

1. DEFINITIONS

In these conditions, unless expressed or implied to the contrary:

- 1.1 "Account Application Form" means the Account Application Form of the Seller.
- 1.2 "Buyer" means the applicant named in the Account Application Form or the buyer of the Goods.
- 1.3 "Claim" includes any claim, demand, action, proceeding, suit, cause of action, arbitration, verdict and judgment of any nature, cost and expense whether arising at law or in equity or under a statute.
- 1.4 "Conditions" means these Terms and Conditions of Sale.
- 1.5 "Contract" means a contract for the supply by the Seller to the Buyer of the Goods, incorporating these Conditions, the Invoice and any other terms and conditions set out in any other document forwarded by the Seller to the Buyer.
- 1.6 "Goods" means any goods purchased by the Buyer from the Seller or supplied by the Seller to the Buyer and includes any services provided by the Seller to the Buyer.
- 1.7 "GST" has the same meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (as amended).
- 1.8 "Insolvency Event" means an event where the Buyer suffers an act of bankruptcy or has a receiver, receiver and manager, administrator or controller appointed over any of its assets or goes into liquidation (including provisional liquidation) or any similar event occurs.
- 1.9 "Invoice" means the Seller's invoice to the Buyer for the Goods.
- 1.10 "Livestock" has the meaning given to it in section 10 of the *Personal Property Securities Act 2009* (Cth).
- 1.11 "Loss or Damage" means any loss, damage, cost or expense, however caused, whether based in tort, contract, breach of statutory duty or otherwise, including any direct, indirect, special or consequential loss, damage, cost or expense, loss of profits, loss of anticipated savings, loss of production, loss of business or agreements, loss of goodwill, loss or corruption of data, loss of use or corruption of software, loss of sales opportunity or business reputation, loss of staff time or wasted management of staff time, direct or indirect labour costs and overhead expense and damage to property.
- 1.12 "Seller" means Riverbank Milling Pty Ltd ACN 104 652 422 trading as Riverbank Stockfeeds of Lot 9 Ballan Road, Wyndham Vale, Victoria, 3030.

2. SALE

The Seller agrees to sell and the Buyer agrees to purchase the Goods from the Seller under the terms and conditions of the Contract to the exclusion of any terms and conditions of the Buyer on any other document.

3. PAYMENT AND CREDIT FACILITIES

- 3.1 A credit account is only available to the Buyer if the Buyer has completed an Account Application Form, which has been processed and approved by the Seller.
- 3.2 Until an Account Application Form is approved or where no Account Application Form has been submitted, all sales of Goods are strictly on a payment on or before delivery basis.
- 3.3 Prior to extending any credit, the Seller may request that the Buyer provide two satisfactory written trade references and/or a satisfactory trade or status report from a credit rating agency acceptable to the Seller and/or a security deposit is provided in an amount satisfactory to the Seller.
- 3.4 Where an Account Application Form is approved, payment for Goods supplied under the credit account must be received by the Seller within 30 days from the delivery date of the goods. Any amount outstanding beyond 30 days may be subject to an interest charge at the rate of 2% per month calculated on a daily basis.
- 3.5 The Seller reserves the right to require earlier settlement of accounts.
- 3.6 The provision of a credit account to a Buyer may be withdrawn at any time without notice to the Buyer.
- 3.7 If the Buyer fails to make any payment due to the Seller all debt recovery costs, including legal costs on a solicitor/own client basis and any mercantile agent costs and expenses, will form part of the monies owing by the Buyer to the Seller.
- 3.8 In the absence of manifest error, an Invoice is conclusive proof of the monies owing by the Buyer to the Seller.
- 3.9 As security for the performance of its obligations under the Contract, the Buyer charges:
 - 3.9.1 all of its interest in all present Livestock; and
 - 3.9.2 Livestock acquired within 6 months from the date the Buyer enters into the Contract; and
 - 3.9.3 all the proceeds arising from the sale of that Livestock, in accordance with section 86 of the *Personal Property Securities Act 2009* (Cth).
- 3.10 The Seller may also request that the Buyer provide such security over the assets and undertaking of the Buyer as specified from time to time by the Seller in order to secure payment of the moneys due from time to time by the Buyer to the Seller.

4. PRICE

Goods will be charged to the Buyer at the amount specified in each Invoice together with all delivery and insurance charges and any other additional costs which may be incurred by the Seller in fulfilling any order from the Buyer.

5. QUOTATIONS

Any written quotation given by the Seller to the Buyer will remain valid for a period of 14 days from the date the quotation was given or such other period as nominated by the Seller in the quotation.

6. CANCELLATION OF ORDER

An order placed by the Buyer can only be cancelled by the Buyer where a written request for cancellation has been made by the Buyer and accepted by the Seller. The Seller can cancel an order at any time with immediate effect by written notice to the Buyer.

7. RETURN OF GOODS

- 7.1 Goods purchased by the Buyer from the Seller may be returned by the Buyer to the Seller for credit where the Buyer obtains authority from the Seller prior to the return of the Goods and provided that the Goods are returned within 5 days from the date of delivery. The Seller reserves its right to request that the Buyer meet any reasonable costs which may be incurred by the Seller if the Buyer returns any Goods including any handling and reprocessing costs.
- 7.2 The Seller is under no obligation to accept the return of any Goods which have been altered in any way or put into use.
- 7.3 In the event of any complaint arising in respect of the quality of Goods delivered, the Goods complained of must be held intact (to the extent possible) for the Seller's inspection.
- 7.4 Without limiting clauses 7.1 to 7.3 above, in the event that the Goods are returned by the Buyer to the Seller due to a defect in the Goods, the Buyer acknowledges and agrees in accordance with clause 12.2 of the Conditions that the Buyer's sole remedy and the Seller's sole liability is limited to the replacement of the Goods.

8. DELIVERY

- 8.1 The Seller will use its reasonable endeavours to deliver the Goods to the Buyer by any delivery date specified in the Contract.
- 8.2 The Buyer acknowledges and agrees that the Seller does not warrant or represent that the Goods will be delivered on the delivery date.
- 8.3 The failure to deliver the Goods by the delivery date will not:
 - 8.3.1 avoid or give the Buyer the right to avoid the Contract; or
 - 8.3.2 to the extent permitted by law, render the Seller liable for any Loss or Damage.
- 8.4 The Seller may cancel or suspend delivery of the Goods and is not liable for any Loss or Damage as a result of any delay or other failure in the performance of its obligations due to any act, omission or circumstance relied on by a party over which that party could not reasonably have exercised control. (including any temporary or permanent unavailability of any Goods caused by circumstance beyond the reasonable control of the Seller).

Please initial

(In all cases, please Read & Complete the following)

TERMS AND CONDITIONS OF SALE continued

9. RISK AND TITLE

- 9.1 The risk of any loss or damage to the Goods passes to the Buyer from the time the Seller dispatches the Goods to the Buyer's place of business or other agreed address.
- 9.2 Ownership of the Goods remains with the Seller until such time that payment in full for the Goods has been received by the Seller and payment in full has been received by the Seller for all other monies owing by the Buyer to the Seller, including monies owing in respect of other goods previously or subsequently supplied by the Seller.
- 9.3 The Buyer must hold any Goods delivered to the Buyer as fiduciary bailee for the Seller until all monies owing to the Seller for the Goods and any other goods previously or subsequently supplied by the Seller have been paid in full by the Buyer.
- 9.4 The Buyer must:
 - 9.4.1 ensure that the Goods supplied to the Buyer by the Seller are stored separately from all other goods which may be in the Buyer's possession;
 - 9.4.2 ensure that the Goods supplied to the Buyer by the Seller under this Contract or any other goods supplied by the Seller under any other contract are clearly labelled as belonging to the Seller;
 - 9.4.3 not encumber or grant a security interest over the Goods;
 - 9.4.4 ensure that the Goods are adequately insured; and
 - 9.4.5 allow representatives of the Seller to inspect all premises where the Goods supplied to the Buyer by the Seller are stored.

10. NON-PAYMENT AND INSOLVENCY

- 10.1 Nothing if the Buyer fails to make full payment for the Goods by the due date for payment or if the Buyer suffers an Insolvency Event, without affecting any rights of the Seller;
- 10.2 the Seller may by written notice to the Buyer suspend delivery of any Goods or terminate the Contract with immediate effect. On suspension or termination, the Seller is not obliged to supply the Goods and may sell any Goods to a third party; or
- 10.3 where Goods have already been delivered to the Buyer, the Seller may enter upon any premises where the Goods are stored and retake possession of the Goods and take any Livestock referred to in Condition 3.9.

11. NO WARRANTY

To the extent permitted by law, the Supplier excludes all representations, warranties, terms and conditions of any kind (except those set out in the Contract) whether implied by common law, statute or otherwise, including any representations, warranties, terms or conditions as to the quality or fitness for purpose of the Goods.

12. LIABILITY

- 12.1 Nothing in the Contract is intended to exclude, restrict or modify any rights the Buyer may have under any legislation which by law may not be excluded, restricted or modified.
- 12.2 To the extent permitted by law and despite any other provision of the Contract, the Buyer's sole remedy, and the Seller's sole liability, for a breach of any term, condition or warranty of the Contract (whether express or implied by statute or otherwise) is limited, at the Seller's option, to the replacement of the Goods, the supply of equivalent Goods, the repair of the Goods, the payment of the cost of replacing the Goods or the payment of the cost of acquiring equivalent Goods.
- 12.3 To the extent permitted by law and without limiting the application of Condition 13.2, the Seller is not liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, under or in connection with the Contract for any Loss or Damage.

13. GST

13.1 GST Act

In this clause words that are defined in A New Tax System (Goods and Services Tax) Act 1999 have the same meaning as their definition in that Act.

13.2 Exclusive of GST

Except as otherwise provided by this clause, all consideration payable under the Conditions in relation to any supply is exclusive of GST.

13.3 Recipient must pay

If GST is payable in respect of any supply made by a supplier under the Conditions, subject to clause 13.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under the Conditions.

13.4 Tax Invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 13.3.

14. GENERAL

- 14.1 A single or partial exercise or waiver of a right relating to these Conditions does not prevent any other exercise of that right or the exercise of any other right. No party will be liable for any loss or expenses incurred by another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.
- 14.2 The Contract is governed by and is to be construed in accordance with the laws of Victoria. The Seller and the Buyer irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria and waive any right to object to proceedings being brought in those courts.
- 14.3 This Contract may only be varied, amended or replaced by a document duly executed by the parties.
- 14.4 If a Buyer consists of more than one person or corporate body, the Contract binds them jointly and each of them severally.
- 14.5 If a provision in the Contract is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable and if it is not possible to read down a provision, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in the Contract.
- 14.6 Except under clause 8.2, time is of the essence as regards all dates, periods of time and times specified in these Conditions.

The Buyer has read and understood the above Conditions.

Acceptance of Terms and Conditions of Sale

This application is made by the Buyer to Riverbank Milling Pty Ltd on and subject to the Terms and Conditions of Sale issued from time to time by Riverbank Milling Pty Ltd (ACN 104 652 422) t/a Riverbank Stockfeeds. The Buyer warrants that the information given in this application is correct and true and authorises the receipt and exchange of credit information concerning the Buyer.

Signed for and on behalf of the Buyer:

Signature:.....

Date:

Name:

Position held:

The above signatory warrants that he/she is a director or secretary or person authorised to execute this application on behalf of the Buyer and the Buyer has authorised execution of this application.

Witness Signature:.....

Witness Name:.....