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 ✉: admin@maralong.com.au



All correspondence to:
 PO Box 9169
 Wilsonton Qld 4350
 Australia

ABN 35 091 821 091

6 Holbrook Road, Westbrook Qld 4350, Australia

Application for Commercial Credit Account

PRIVATE & CONFIDENTIAL

Full Company Name:				
A.C.N.				
Account Trading Name:				
Registered Business Address:				
Registered Postal Address:				
Is the company a branch or subsidiary of another company?	Yes	No		
Details of Registered Charges:				
Date Business Established:				
State of Registration:				
Anticipated Monthly Purchases:				
Phone Number:				
Fax Number:				
Mobile Number:				
Email Address:				
Account Contact Name:				
Person responsible for Payment:				
Bank Account Name:				
Bank Name:				
Branch Name:				
Account Number:	BSB:		Account:	
Chep Account Number:				
Company Contact Name:			Position:	
Company Contact Name:			Position:	
Company Contact Name:			Position:	
Type of Business:				
Public Company	Private Company	Partnership	Sole Trader	Unit Trust
Nature of Business:				

Name, Address & Date of Birth of Sole Trader / Partner(s) / Director(s)					
Name:					
Home Address:					
Telephone:		Date of Birth:		Drivers Licence No.	
Name:					
Home Address:					
Telephone:		Date of Birth:		Drivers Licence No.	
Name:					
Home Address:					
Telephone:		Date of Birth:		Drivers Licence No.	
Names and Contact Details of three (3) Trade References (not financial institutions)					
1)				Fax/Contact:	
2)				Fax/Contact:	
3)				Fax/Contact:	

I/We acknowledge receipt of the Trading Terms and Conditions of Sale and declare as follows I/We the undersigned, having the authority to make this declaration, state that the above particulars are true and correct and that I/We have read the Supplier's Trading Terms and Conditions of Sale attached to this application which include that payment is required within 30 days of invoice date and understand that, if the Supplier supplies and goods or services, I/We will be bound by those terms unless the same are varied by the Supplier in writing.

Privacy Act Consent – Privacy Act 1988

If the Supplier considers it relevant to assessing the Applicant/Buyer's application for commercial credit, the Applicant/Buyer agrees to the Supplier obtaining details of credit worthiness from the Applicant/Buyer's Bankers and/or a credit report from a credit reporting agency containing personal credit information about the Applicant/Buyer in relation to commercial credit provided by the Supplier.

If the Supplier considers it relevant to collecting overdue payments in respect of commercial credit provided to the Applicant/Buyer, the Applicant/Buyer agrees to the Supplier receiving from the credit reporting agency a credit report containing personal information about the customer in relation to collecting overdue payments. The Applicant/Buyer agrees that the Supplier may give to and seek from any credit providers name in this credit application and any credit providers that may be named in a credit report issued by reporting agency information about the Applicant/Buyer's credit arrangements. The Applicant/Buyer understands that this information can include any information about his/her credit worthiness, credit standing, credit history or credit capacity and that credit providers are allowed to give and receive from each other under the Privacy Act 1988.

I/We acknowledge that I/We are aware of the Suppliers Trading Terms and Conditions of Sale and undertake to effect settlement within these terms.

Signed: _____	Position: _____
Name: _____	Date: _____
Signed: _____	Position: _____
Name: _____	Date: _____

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TRADING TERMS AND CONDITIONS OF SALE

For the purposes of this document “Maralong Milling Pty Ltd” shall be hereinafter known as “Maralong Milling”

1.
 - a) These trading terms apply to all transactions and are deemed to be incorporated into all contracts for the sale of goods and or other services and cannot be varied by you in any form including those that maybe included in a purchase order or any other document
 - b) This agreement applies to Maralong Milling, the customer and their related entities and subsidiaries
 - c) Unless the customer has a written agreement with Maralong Milling and Goods that are supplied to the customer shall be on the basis of cash on or before delivery
 - d) Where the customer has written agreement with Maralong Milling all accounts are payable within 30 Days of the Invoice Date sent by Maralong Milling
 - e) If the amount payable on the invoice is not paid within 30 Days of the date of Invoice the Interest shall be payable by the Customer on the total debt from time to time Outstanding calculated 30 Days from the date of the actual Invoice until the actual date of the payment at a rate of 24% per annum calculated daily
 - f) All Payments are to be made to Maralong Milling via their postal address as listed on the face hereof or via electronic means the details being advised upon application accompanied by advice of payment.
2.
 - a) Notwithstanding physical delivery of the goods to the customer, Maralong Milling shall remain sole and absolute owners of all goods supplied until the customer has made full payment of all monies for all goods whatsoever delivered by Maralong Milling to the customer pursuant to the terms and conditions of the Agreement/Credit Application
 - b) The customer hereby authorises Maralong Milling, it's servants or agents at any time without prior notice to enter upon the premises of the customer where the goods are stored or are reasonably thought to be stored to remove some or all of the goods using such force if necessary
 - c) All costs incurred by Maralong Milling in such entry and removal shall be paid by the customer
 - d) Where Maralong Milling retakes possession of some or all of the goods from the customer, Maralong Milling shall be entitled to dispose of the goods to any person on any terms it deems necessary without liability of any kind to the customer and further Maralong Milling shall be entitled to recover the difference between the purchase price owed by the customer to the supplier and the net proceeds of the sale of the repossessed goods.
3.
 - a) Notwithstanding the above, goods delivered by Maralong Milling to the customer shall be at the risk of the customer from the date that the customer takes possession thereof
 - b) Possession of goods shall be deemed to have passed to the customer upon delivery to or in custody of the customer or any servant or agents of the customer, whichever is the sooner.
4.

Should the customer default in the payment of any monies due under this agreement then all monies due to Maralong Milling shall immediately become due and payable.

5.
 - a) Notwithstanding that Maralong Milling goods may be delivered to some place outside Queensland or the Agreement for the supply of the goods or credit may have been outside of Queensland the terms and conditions of the sale and delivery of goods by Maralong Milling and any dealings between Maralong Milling and the customer shall be interpreted and governed in accordance with the laws of the state of Queensland, Australia.
 - b) The customer hereby irrevocably submits to the jurisdiction of the Brisbane court should it be necessary to decide any matter, claim or issue arising out of the terms and conditions of this agreement.
6.

Any legal costs on a solicitor and own client basis or any other expenses whatsoever incurred by Maralong Milling in respect of this credit application, personal guarantee/s or otherwise including collection costs, dishonoured cheque fees or expenses associated with the enforcement or attempted enforcement of any rights of Maralong Milling pursuant to this agreement or any agreement for the supply of goods whether or not such attempts at enforcement are successful, shall be paid by the customer upon demand.
7.

All monies and credits received by Maralong Milling shall be appropriated and applied as follows: -

 - a) Firstly, towards payment of any costs, charges, expenses or outgoings incurred or paid by Maralong Milling and payable by the customer pursuant to Maralong Millings rights under this Agreement or under the terms and conditions of the sale and delivery of goods by Maralong Milling
 - b) Secondly, in or towards payment of any interest due or payable by the customer to Maralong Milling
 - c) Thirdly, in or towards payment of the debt until such time as the debt is discharged
 - d) Notwithstanding the foregoing, and any direction from you, Maralong Milling may apply monies at its discretion and maintains the right to review and re-allocate monies at its discretion.
8.

Maralong Milling shall be not liable in any way for loss or damage to the customer or any other person whether direct or consequential, which loss or damage arises directly or indirectly in any way or form, or in connection with, Maralong Milling's use or attempted use of its powers pursuant to this agreement or any agreement, for the supply of goods. This clause shall apply even though the use of the said powers may be unsuccessful or unjustified on any grounds whatsoever. Where such loss or damage occurs to a third party the customer hereby indemnifies Maralong Milling against liabilities therefore to the fullest extent permitted by the law.
9.

Maralong Milling shall not be deemed to have waived any terms or conditions of this agreement or to any variation thereof unless it has done so expressly in writing.
10.

All pricing quoted and invoiced is in Australian Dollars \$AUD unless otherwise stated in writing
11.

The Buyer agrees that the Seller may register the retention of title clause in these conditions as a Security Interest as defined in the Personal Property Securities Act 2009 (Cth) (PPSA) and agrees to cooperate with the Seller to complete registration. The Buyer agrees that the obligations on the Seller relating to enforcement referred to in the various sections of the PPSA set out in section 115 of the PPSA shall not apply if the Security Interest is enforced. The Buyer agrees to waive any rights to receive of a verification statement in respect of any registration under the PPSA.
12.
 - a) The customer acknowledges Maralong Milling may withdraw credit facilities at any time without notice or reason
 - b) Maralong Milling at its absolute discretion where the customer is in default of the terms and conditions of this agreement , may stop credit until the customer's account/s are brought within the terms and conditions of this agreement.

13. The customer consents to Maralong Milling obtaining, if it wishes, a personal credit report from a credit reporting agency or other credit reporting agency and providing references to credit reporting and other agencies. Personal information is collected by Maralong Milling in order to facilitate provision of goods/services requested by the customer, after sales and unless otherwise, for marketing purposes. Should the customer provide information about any other person in it is the customer's responsibility to bring their attention to this clause. Such information may be disclosed to our transport contractors who are bound by confidentiality agreements. We do not otherwise disclose personal information except as authorised by the Privacy Act 1988.
14. We hereby charge any and all assets, including Real Property, business property and personal property held now, and in the future or in trust now or in the future, with the payment of any and all monies owing and consent and authorise Maralong Milling to lodge caveat/s and / or register interest/s over said assets. You and the guarantor hereby irrevocably nominate, constitute and appoint us as our nominee as your true and lawful attorney to execute mortgages and charge on such terms as we consider fit in our absolute discretion over your real property or other assets capable of being charged as may be necessary to secure your indebtedness to us and perform all other acts and to execute all documents which in our opinion may be necessary or advantageous to give effect to the provisions of this clause.
15. In default, an administration fee of \$100.00 AUD per invoice will apply to all outstanding invoices. Application of the surcharge and administration fee will be at the discretion of Maralong Milling.
16. In case of a Trust Company we acknowledge that the Trustee shall be subject to these terms and conditions and therefore liable for payment of all monies outstanding at any time. In addition, the assets of the Trust shall be available to meet payment of the account and associated costs.
17. Where Maralong Milling does not enforce strict compliance with terms of this agreement such terms are not waived in any way.
18. Should any part of this agreement be unenforceable at law or cannot be given full effect whether by statutory invalidity, uncertainty or otherwise, then specific section shall only be unenforceable and the remainder of the agreement will retain full effect and enforceability.
19. Any claims against Maralong Milling potentially affecting payment of Maralong Milling invoices, either in full or in part, must be communicated to Maralong Milling within 48 hours of delivery to the customer, his agents or assigns. Failure to advise Maralong Milling within the 48 hour period of any claim will see the goods as being deemed to have been delivered / provided and accepted.
20. This agreement is also guaranteed personally by the undersigned and by my signature I agree to be bound by the same terms and conditions as the applicant. Further, by signature I indemnify Maralong Milling from any costs howsoever arising including but not limited to, the applicant's non-compliance with Maralong Milling's terms of trade and / or any claim in respect of preference payments.

- 21. By virtue of the execution of this document I / we agree to accept personal service of legal process via my / our postal address, residential address or the registered address of the business. I / we agree that this condition prevails despite changes to any or all of the above addresses.
- 22. An administration fee of \$100.00 AUD will be applied in each instance where a cheque is tendered in payment of this account and such is subsequently dishonoured for any reason whatsoever. The applicant of this fee is at the discretion of Maralong Milling.
- 23. The customer and or guarantor/s acknowledge they have read, understood and have agreed to the terms and conditions of this agreement.
- 24. The customer must notify Maralong Milling in writing regarding any change in the structure, ownership, control and or sale of the customer's business within 7 days of such change. Failure to so advise leaves customer jointly and severally liable with the new owner/s for any and all monies outstanding.
- 25. Acceptance of this agreement is demonstrated by the customer's signature below or by the customer continuing to conduct business with Maralong Milling.

I, _____ am a director / proprietor / public officer of

referred herein as the customer and I am authorised to sign on the customer's behalf

Signature: _____

Name (Please Print): _____

Signed at _____

this the _____ day of _____ 20 _____

Witness Signature: _____

Witness Name: _____