

**APPLICATION FOR A COMMERCIAL TRADING ACCOUNT**

To: **METCASH TRADING LIMITED (ABN 61 000 031 569)**

and each related body corporate from time to time (as defined in the Corporations Act 2001) of  
1 Thomas Holt Drive, Macquarie Park NSW 2113 (individually and together called **Metcash**)

**RETURN COMPLETED APPLICATION TO:** QLD/NSW/ACT – The Credit Manager, PO Box 1188, Browns Plains BC, QLD, 4118  
WASA/NT – The Credit Manager, PO Box 1451, Canning Vale, WA, 6970  
VIC/TAS – The Credit Manager, PO Box 13, Laverton, VIC, 3028

I/We the Customer named below (called variously "I/we" and "me/us" in this application) agree, declare and acknowledge that:

- a) If this application is accepted by Metcash, all the provisions of the application (including the General Credit Terms) **plus** Metcash's Trading Terms (as they appear on the website) –or any other conditions or facility agreement or member agreement as may be amended by Metcash from time to time. Copies of these documents are available on Metcash's website at [www.metcash.com/legal/trading-terms/](http://www.metcash.com/legal/trading-terms/) ("Trading Terms") will be binding on me/us; and
- b) I/We have been given and have read and understood Metcash's current Trading Terms prior to completing this application

**CUSTOMER (please BLOCK print)**

Are you a: (tick):	<input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Private Co. (Pty Ltd) <input type="checkbox"/> Public Co. (Ltd) <input type="checkbox"/> Trust (or Trustee for a Trust) <input type="checkbox"/> Club/Inc/Assoc					
Registered Name:						
Trading Name:						
If a Trust, name of Trustee: (Copy of Trust Deed to be supplied)						
Registered Address:						
ACN:		ABN:		Email:		
Postal Address:					Post Code:	
Business Address:					Post Code:	
Telephone (Bus):	( )	Mobile:		Facsimile:	( )	

**LIQUOR AND TOBACCO LICENCE DETAILS**

Licensee (full name):				ACN:	
Licence No:		Expiry date::		Tobacco & Expiry	
Licensed Premises Address				Wet Tax Exempt	(if yes, please attach a copy)

**DECLARATION FOR THE NATIONAL CREDIT CODE:**

I/We (including all directors) declare that the credit to be provided to me/us by Metcash is to be applied wholly or predominately for:

- business and/or investment purposes;
- other than investment in residential property.

By signing this application, I/We (including all directors) declare that the credit to be provided to me/us by Metcash is to be applied wholly or predominately for business purposes or investment purposes other than investment in residential property. I/We acknowledge that by signing this declaration I/We may **lose** protection under the National Credit Code

**PRIVACY AND COLLECTION NOTICE (APP 5)**

Metcash's Collection Notice and Acknowledgement pursuant to the *Privacy Act 1988 (APP 5)*, and Privacy Policy are published on Metcash's website at [www.Metcash.com](http://www.Metcash.com)

**CREDIT REPORTING AND STATEMENT OF NOTIFIABLE MATTERS**

Metcash's Statement of Notifiable Matters and Credit Reporting Policy, together with the consents and authorisations given by the customer and/or its directors upon completing this application are published on Metcash's website at [www.Metcash.com](http://www.Metcash.com)

**1. APPLICATION:**

Upon Metcash allowing me/us to trade on credit, I/we agree, declare and acknowledge that Metcash's Trading Terms as published on Metcash's website apply to all my/our dealings with Metcash and I/we hereby agree to comply with the Trading Terms.

<b>2. ESTIMATED MONTHLY PURCHASES</b>	\$	<b>REQUESTED LIMIT</b>	\$
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**3. REPRESENTATION WARRANTY AND ACKNOWLEDGEMENT:**

I/We **HEREBY REPRESENT AND WARRANT** that the information set out in this application is true and correct **AND ACKNOWLEDGE** that Metcash will rely upon the information provided and is hereby induced to grant credit to me/us.

Each director authorises and consents to requests for credit reports as detailed on Metcash's website at [www.Metcash.com](http://www.Metcash.com)

I/We agree to be bound by the General Credit Terms set out above and by the terms set out in this application and on Metcash's website at [www.Metcash.com](http://www.Metcash.com) and warrant that the information given by me/us in this application is true and accurate and warrant I/we have disclosed all information relevant to this application.

I/We understand that I/we need not give any of the personal information requested in this application. However without this information it may not be possible for Metcash to process this application or provide me/us with an appropriate level of service. By signing this application I/We authorise Metcash to collect, hold, use, and disclose my/our personal information in the manner set out in this application and/or Metcash's Privacy Policy and Credit Reporting Policy (as may be amended from time to time). I/We acknowledge having read and understood Metcash's Privacy Policy and Credit Reporting Policy and that I/we am/are aware that copies of those policies are available on Metcash's website at [www.Metcash.com](http://www.Metcash.com) or in an alternative form and free of charge from Metcash's Privacy Officer upon request.

<b>Name:</b>		<b>Position:</b>	
<b>Signature:</b>		<b>Date:</b>	/ /
By signing this document I warrant that I am an authorised representative of the Customer with the requisite authority to do so.		<b>Witness Name:</b>	<b>Witness Signature:</b>
<b>Witness Address:</b>			

## GENERAL CREDIT TERMS

For the full terms and conditions, refer to the Trading Terms Metcash's website at: [www.Metcash.com](http://www.Metcash.com)

1. **Payment:** The Customer must pay for all purchases within 7 days from the date of the Statement. The Amount Payable is as described in the terms on Metcash's website at [www.Metcash.com](http://www.Metcash.com)
2. **Interest:** Metcash is entitled to charge the Customer:
  - (a) interest on the outstanding amount at a rate equivalent to 3% p.a. above the annual business overdraft interest rate of its principal banker, as determined and calculated by Metcash, in its discretion; and/or
  - (b) an additional amount representing an accounting administration fee and loss of use of moneys not exceeding 3.5% per month or part thereof on the Amount Payable overdue for the period between the due date until payment is made in full. The Customer acknowledges that this fee is a genuine pre-estimate by Metcash of the loss, costs and expenses of Metcash which shall be incurred by reason of the Customer's default in payment of the Amount Payable and the recovery of same
3. **Withdrawal or Variation of Credit:** Metcash may at any time, without the need to provide a reason, vary or withdraw any credit granted to the Customer.
4. **Charge over Customer's Property:** As security for payment to Metcash of all moneys payable by the Customer and for the Customer's obligations generally under these Credit Terms, the Customer charges in favour of Metcash the whole of the Customer's undertaking, property and assets (including without limitation all of the Customer's interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired. The Customer irrevocably appoints each Officer as the Customer's attorney to do all things necessary to create and register each such charge. Upon demand by Metcash, the Customer agrees to immediately execute a mortgage or other instrument in terms satisfactory to Metcash to further secure payment of the money payable by the Customer. If the Customer fails within a reasonable time of such demand to execute such mortgage or other instrument, then the Customer acknowledges that Metcash may execute such mortgage or other instrument as the Customer's attorney pursuant to the appointment of Metcash as the Customer's attorney set out in these Credit Terms.
5. **Suspension or Ceasing of Supply:**
  - (a) Metcash may in Metcash's complete discretion and without incurring any liability to the Customer, cease or suspend supply of Products and Services to the Customer or amend these Credit Terms.
  - (b) Without limiting clause 5(a), if an Event of Default occurs, Metcash may, without prejudice to Metcash's other rights, call up moneys owed to Metcash by the Customer, retain all moneys paid on account, or cease further deliveries and recover from the Customer all loss of profits and other costs arising from the Event of Default and/or take immediate possession of any Products and Services for which payment remains outstanding.
6. **Liability of Metcash:** Metcash will not be liable for any loss or damage whatsoever suffered by the Customer as a result of any act, omission or statement made by Metcash, its employees, contractors or agents.
7. **Certification:** A statement signed by an Officer certifying the amount of any moneys payable by the Customer, or identifying any products and services, as being "unpaid for" is, in the absence of manifest error, conclusive and binding on the Customer.
8. **Notification of Change of Details:** The Customer will provide written notice to Metcash of any change in the Customer's structure or management, including any change of director, shareholder, partnership, trusteeship or address within 7 days of the change.
9. **Continuing Guarantee:** All guarantees under or related to these Credit Terms will be continuing guarantees and will terminate only with Metcash's written agreement.
10. **Set-Off:** Metcash may at any time set-off amounts owed by Metcash to the Customer against amounts owed by the Customer to Metcash.
11. **Property:**
  - (a) Where Products are to be supplied by way of sale, property in the Products shall not pass until the Customer has paid all money owing to Metcash in full. Risk in the Products passes to the Customer at the time of delivery.
  - (b) The Customer holds the Products as fiduciary bailee and agent for Metcash and must keep the Products physically separate from all other goods of the Customer, and clearly identified as owned by Metcash until payment of all moneys owed by the Customer to Metcash.
  - (c) If an Event of Default occurs, then without prejudice to Metcash's other rights, Metcash may, without notice to the Customer enter any premises occupied by the Customer or any other place where the Products may be and recover possession of the Products.
  - (d) If the Customer sells any of the Products supplied while money is owed to Metcash, the Customer must keep the proceeds of the sale in a separate account and not mix them with any other funds.
  - (e) If the Products are resold, or goods and services using the Products are manufactured and resold by the Customer, the Customer holds all of the book debts owed in respect of such sales and proceeds of such sales in trust for Metcash. Such part of the book debts and proceeds will be deemed to equal in dollar terms the amount owed by the Customer to Metcash at the time of the receipt of such book debts. The Customer must
    - (f) not assign or grant a security interest in respect of such book debts without Metcash's prior written consent.
12. **Personal Property Securities Act (Cth) 2009 ("PPSA"):**
  - (a) The Customer grants to Metcash (under **clause 6.1**) a purchase money security interest, as defined in the Personal Properties Securities Act 2009 ("PPSA") in the Bailed Goods and any proceeds of sale of the Bailed Goods ("PMSI") to secure the purchase price of the Bailed Goods.
  - (b) The costs of registering a financing statement will be paid by the Customer and may be debited against the Customer's Trading Account.
  - (c) The Customer agrees not to do or permit anything to be done that may result in the PMSI granted to Metcash ranking in priority behind any other security interest (as defined in the PPSA).
  - (d) The Customer will take such further steps (including obtaining consents, supplying information, signing forms or executing documents) which may be required by Metcash to take further or better security under the PPSA in respect of the Bailed Goods and proceeds of sale of the Bailed Goods or to maintain the effectiveness or priority of any security interest under the PPSA.
  - (e) The Customer agrees that nothing in sections 125, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA shall apply to this Agreement, and contracts out of the PPSA in the terms set out in the Trading Terms on Metcash's website at [www.Metcash.com](http://www.Metcash.com)
13. **Effect of Other Terms:** These Credit Terms are supplemented by the Trading Terms on Metcash's website at [www.Metcash.com](http://www.Metcash.com) and are in no way affected or amended by any other express or implied terms. No terms of the Customer apply to any agreement between the Customer and Metcash.
14. **Expenses:** The Customer must pay to Metcash any costs, charges and expenses (including all stamp duty and legal fees and costs and debt recovery expenses on a full indemnity basis as a liquidated debt) incurred by Metcash in connection with the entry into these Credit Terms, the exercise or attempted exercise of any power, right or remedy under these Credit Terms and/or the failure of the Customer to comply with these Credit Terms.
15. **Service of Notices and Documents:** All notices or documents required to be given to Metcash for the purposes of the PPSA must be given in accordance with the PPSA. Any notices or documents required to be given by Metcash to the Customer will be effectively 'given', 'served' and 'delivered' if sent by Metcash to the Customer by pre-paid ordinary post to any one of the following addresses: -
  - (a) the last address for the Customer known to Metcash;
  - (b) if the Customer is a Company, the registered office or principal place of business; or
  - (c) if the Customer trades under a registered business name, any address contained on a current business extract for that business name.
16. **Transactions:** The Customer will be liable for all transactions and expenses involving the Customer's credit account including any fraudulent use of the account by the Customer or any person authorised by the Customer to use the account or the Customer's employees, agents or contractors. The Customer will also be liable for any fraudulent use of the Customer's credit account which is directly or indirectly caused or contributed to by the Customer's negligence.
17. **Application of Moneys Received:** If Metcash receives or recovers money in respect of a debt of the Customer, Metcash may use the money to pay off whichever debt or part of a debt Metcash chooses and is not compelled to apply the money as directed by the Customer or any other person.
18. **Indemnity:** The Customer will indemnify Metcash in relation to any direct or indirect loss, liability or damage suffered by Metcash or any other person as a result of the Customer's negligence or breach of these Credit Terms.
19. **Trusts:** These Credit Terms bind the Customer both personally and as trustee of any trusts of which the Customer is trustee.
20. **Joint and Several:** If the Customer consists of more than one person, the obligations of each person are joint and several.
21. **Severance:** Each clause, subclause and part of these Credit Terms is separate and independent. If any clause or subclause or part is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.
22. **Waiver:** Any waiver by Metcash must be in writing signed by Metcash. In the event that Metcash elects not to exercise any of Metcash's rights arising in connection with these Credit Terms, Metcash's election will not constitute a waiver of any rights relating to any other breach of these Credit Terms.
23. **Amendments:** These Credit Terms may only be amended with Metcash's express written agreement.
24. **Assignment:** The Customer may not assign any agreement under these Credit Terms without Metcash's prior written consent.
25. **Liquor & Tobacco Licensing:** at each time the Customer places an order, the Customer warrants that it holds a valid and current licence to order, purchase, sell and distribute Licensed Goods in the conduct of its business with all applicable laws, and is not in breach of that licence or prohibited from ordering, purchasing, selling or distributing the Licensed Goods.
26. **Application of Laws:** These Credit Terms are governed by the laws of the state as determined by Metcash in its sole discretion. The Customer submits to and consents to the laws of the state (as determined by Metcash in its sole discretion) having jurisdiction over these Credit Terms.
27. **Definitions & interpretation:** The terms used in this agreement carry the meanings set out in the Trading Terms on Metcash's website. In the event of any inconsistency between this agreement and the Trading Terms on Metcash's website, the Trading Terms listed on the website prevail.