

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Customer's Details: <input type="checkbox"/> Government Body <input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Public Company <input type="checkbox"/> Proprietary Company <input type="checkbox"/> Trust Company <input type="checkbox"/> Trustee Company <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other			
Full or Legal Name:			
Trading Name (if different from above):			
Physical Address:		State:	Postcode:
Billing Address:		State:	Postcode:
Email Address:			
Phone No:		Fax No:	
		Mobile No:	
Business Details: (please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)			
ABN:		ACN:	
		Date Established (current owners):	
Nature of Business:			
Paid Up Capital: \$		Estimated Monthly Purchases: \$	
		Credit Limit Required: \$	
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged (to whom):			
Directors / Owners / Trustee (if more than two, please attach a separate sheet)			
(1) Full Name:		D.O.B.:	
Private Address:		State:	Postcode:
Driver's Licence No:		Phone No:	
		Mobile No:	
(2) Full Name:		D.O.B.:	
Private Address:		State:	Postcode:
Driver's Licence No:		Phone No:	
		Mobile No:	
Account Terms: <input type="checkbox"/> 30 Days from EOM <input type="checkbox"/> 7 Days following invoice <input type="checkbox"/> COD <input type="checkbox"/> Other:			
Purchase Order Required? <input type="checkbox"/> YES <input type="checkbox"/> NO		Accounts to be emailed? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Accounts Email Address:			
Accounts Contact:		Phone No:	
Bank and Branch:		Account No:	
Trade References: (please provide companies that are willing to do trade references)			
Name:		Address:	
		Phone / Fax / Email:	
1.			
2.			
3.			

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Globe Australia Pty Ltd which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. **I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.**

SIGNED (CUSTOMER): _____ **SIGNED (GLOBE):** _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO CUSTOMER'S SIGNATURE:

Signed: _____ Name: _____ Date: _____

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /

Globe Australia Pty Ltd – Terms & Conditions of Trade

1.	Definitions	7.3 If the Customer requests Globe to leave Goods outside Globe's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Customer's sole risk.	10.2 The Customer indemnifies Globe from and against all Globe's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Globe's rights under this clause.		accepted once production has commenced, or an order has been placed.	
1.1	"Globe" means Globe Australia Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Globe Australia Pty Ltd.					
1.2	"Customer" means the person's buying the Goods as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.	7.4 As strict control cannot be exercised over conditions influencing seed responses (including, without limitation, weather, plant and soil conditions, seed quality and strike rate, weed growth) Globe accepts no responsibility or liability for any failure in performance, losses, damages or injuries (consequential or otherwise) arising from storage, handling, mixing, application or use. The Customer assumes all responsibility for the correct selection, storage, use and application of the Goods.	10.3 The Customer irrevocably appoints Globe and each director of Globe as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Customer's behalf.	14.	Privacy Act 1988	
1.3	"Goods" means all Goods or Services supplied by Globe to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).			14.1	The Customer agrees for Globe to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B., occupation) or previous credit applications, credit history) about the Customer in relation to credit provided by Globe.	
1.4	"Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between Globe and the Customer in accordance with clause 5 below.	7.5 Where Globe gives advice, recommendations, information, assistance or service to the Customer or the Customer's agent, regarding the Goods or Services then it is given in good faith and Globe shall not be liable in any way whatsoever for any damages, losses or costs however arising resulting from the Customer relying on the same.	11.	14.2	The Customer agrees that Globe may exchange information about the Customer with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.	
1.5	"GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).	7.6 The Customer acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in Globe' or manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Customer shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by Globe.	11.1	14.3	The Customer consents to Globe being given a consumer credit report to collect overdue payment on commercial credit.	
2.	Acceptance	7.7 The Customer shall be responsible for ensuring that the Goods ordered are suitable for their intended use.	11.2	14.4	The Customer agrees that personal credit information provided may be used and retained by Globe for the following purposes (and for other agreed purposes or required by): (a) the provision of Goods; and/or (b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or (d) enabling the collection of amounts outstanding in relation to the Goods.	
2.1	The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.	8.	11.3	14.5	Globe may give information about the Customer to a CRB for the following purposes: (a) to obtain a consumer credit report; (b) allow the CRB to create or maintain a credit information file about the Customer including credit history.	
2.2	Unless special conditions are noted on Globe's Sales Invoice which would have precedence over these terms and conditions, these terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and Globe.	8.1	11.4	14.6	The information given to the CRB may include: (a) personal information as outlined in 14.1 above; (b) name of the credit provider and that Globe is a current credit provider to the Customer; (c) whether the credit provider is a licensee; (d) type of consumer credit; (e) details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested); (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and Globe has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); (g) information that, in the opinion of Globe, the Customer has committed a serious credit infringement; (h) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	
2.3	The Customer accepts that a minimum order surcharge may apply to orders totalling \$300 or less (exclusive of GST), unless the Customer is at Globe's warehouse (including mobile stores or product carried by a Territory Manager).	8.2	11.5		14.7	The Customer shall have the right to request (by e-mail from Globe): (a) a copy of the information about the Customer retained by Globe and the right to request that Globe correct any incorrect information; and (b) that Globe does not disclose any personal information about the Customer for the purpose of direct marketing.
2.4	Globe reserves the right to suspend or discontinue a line of Goods at any time.	8.3	11.6		14.8	Globe will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.
3.	Electronic Transactions Act 2000	8.4	11.7		14.9	The Customer can make a privacy complaint by contacting Globe via e-mail. Globe will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at www.oaic.gov.au .
3.1	Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.	8.5	11.8		15.	Service of Notices
4.	Change in Control	8.6	11.9		15.1	Any written notice given under this contract shall be deemed to have been given and received: (a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this contract; (c) by sending it by registered post to the address of the other party as stated in this contract; (d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission; (e) if sent by email to the other party's last known email address.
4.1	The Customer shall give Globe not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by Globe as a result of the Customer's failure to comply with this clause.	8.7	12.		15.2	Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
4.2	The Customer shall give Globe not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by Globe as a result of the Customer's failure to comply with this clause.	8.8	12.1		16.	General
5.	Price and Payment	8.9	12.2		16.1	The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
5.1	At Globe's sole discretion, the Price shall be either: (a) as indicated on any invoice provided by Globe to the Customer; or (b) the Price as at the date of delivery of the Goods according to Globe's current price list; or (c) Globe's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	8.10	12.3		16.2	These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales in which Globe has its principal place of business, and are subject to the jurisdiction of the Burwood Local Court, New South Wales.
5.2	Globe reserves the right to change the Price if a variation to Globe's quotation is requested. Variations will be charged for on the basis of Globe's quotation, and will be detailed in writing, and shown as variations on Globe's invoice. The Customer shall be required to respond to any variation submitted by Globe within ten (10) working days. Failure to do so will entitle Globe to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.	8.11	12.4		16.3	Subject to clause 11, Globe shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Globe of these terms and conditions (alternatively Globe's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
5.3	At Globe's sole discretion, a deposit may be required.	8.12	13.		16.4	Neither party shall assign or sub-contract all or any part of their rights and obligations under this agreement without the written consent of the other party.
5.4	Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date determined by Globe, which may be: (a) on delivery of the Goods; (b) before delivery of the Goods; (c) either thirty (30) or sixty (60) days following the end of the month in which a statement is posted to the Customer's address or address for notices; (d) the date specified on any invoice or other form as being the date for payment; or (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Globe.	8.13	13.1		16.5	The Customer agrees that Globe may amend these terms and conditions by notifying the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for Globe to provide Goods to the Customer.
6.	Delivery of Goods	8.14	13.2		16.6	Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
6.1	Delivery ("Delivery") of the Goods is taken to occur at the time that: (a) the Customer or the Customer's nominated carrier takes possession of the Goods at Globe's address; or (b) Globe (or Globe's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.	9.	13.3		16.7	Both parties warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.
6.2	At Globe's sole discretion, the cost of delivery is either included in the Price or is in addition to the Price.	9.1	13.4			
6.3	Globe may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	9.2				
6.4	Any time specified by Globe for delivery of the Goods is an estimate only and Globe will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. In the event that Globe is unable to supply the Goods as agreed solely due to any action or inaction of the Customer, then Globe shall be entitled to charge a reasonable fee for redelivery and/or storage.	9.3				
7.	Risk	9.4				
7.1	Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.	9.5				
7.2	If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, Globe is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Globe is sufficient evidence of Globe's rights to receive the insurance proceeds without the need for any person dealing with Globe to make further enquiries.	9.6				
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Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Globe Australia Pty Ltd and its successors and assigns ("Globe") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

("the Customer") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

1. **GUARANTEE** the due and punctual payment to Globe of all monies which are now owing to Globe by the Customer and all further sums of money from time to time owing to Globe by the Customer in respect of goods and services supplied or to be supplied by Globe to the Customer or any other liability of the Customer to Globe, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with Globe, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to Globe the Guarantor will immediately on demand pay the relevant amount to Globe. In consideration of Globe agreeing to supply the goods and services to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to Globe registering any interest so charged. The Guarantor irrevocably appoints Globe and each director of Globe as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which Globe may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
2. **HOLD HARMLESS AND INDEMNIFY** Globe on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, Globe in connection with:
 - (a) the supply of goods and/or services to the Customer; or
 - (b) the recovery of monies owing to Globe by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to Globe's nominees contract default fee and legal costs; or
 - (c) monies paid by Globe with the Customer's consent in settlement of a dispute that arises or results from a dispute between, Globe, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by Globe to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. **I/We have received, read and understood Globe's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
4. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to Globe by the Customer and all obligations herein have been fully paid satisfied and performed.
5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on Globe's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to Globe, each Guarantor shall be a principal debtor and liable to Globe accordingly.
6. If any payment received or recovered by Globe is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and Globe shall each be restored to the position in which they would have been had no such payment been made.
7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
8. **I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to Globe.**
9. I/we irrevocably authorise Globe to obtain from any person or company any information which Globe may require for credit reference purposes. I/We further irrevocably authorise Globe to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with Globe as a result of this Guarantee and Indemnity being actioned by Globe.
10. The above information is to be used by Globe for all purposes in connection with Globe considering this Guarantee and Indemnity and the subsequent enforcement of the same.

<p>GUARANTOR-1 SIGNED: _____</p> <p>FULL NAME: _____</p> <p>HOME ADDRESS: _____</p> <p>DATE OF BIRTH: _____</p> <p>SIGNATURE OF WITNESS: _____</p> <p>NAME OF WITNESS: _____</p> <p>OCCUPATION: _____</p> <p>PRESENT ADDRESS: _____</p> <p>EXECUTED as a Deed this day of 20____</p>
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<p>GUARANTOR-2 SIGNED: _____</p> <p>FULL NAME: _____</p> <p>HOME ADDRESS: _____</p> <p>DATE OF BIRTH: _____</p> <p>SIGNATURE OF WITNESS: _____</p> <p>NAME OF WITNESS: _____</p> <p>OCCUPATION: _____</p> <p>PRESENT ADDRESS: _____</p> <p>EXECUTED as a Deed this day of 20____</p>
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Note: 1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
 2. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

WARNING: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT