



MBL Trading Ltd Trading As
MBL FOOD SERVICES

A.C.N. 111 463 864 A.B.N. 90 111 463 864
PO Box 1850, CANNING VALE DC WA 6970
Phone: 08 9334 9600 Fax: 08 9334 9601 Email: info@mbl.com.au



**TRADING ACCOUNT APPLICATION AND
TERMS OF TRADING AGREEMENT INCORPORATING PERSONAL GUARANTEES**

This agreement made the _____ day of _____ 20____

BETWEEN: MBL Trading Limited trading as MBL Food Services ('the Supplier')

AND: _____ ('the Customer')

WHEREAS:-

- (a) The Customer is desirous of establishing a credit trading account with the Supplier and pursuant to its desire to establish a credit trading account has submitted to the Supplier the information as set out in the First Schedule.
- (b) The Customer and the Supplier agree that in the event of the Supplier granting the Customer a credit trading account then that credit trading accounts will be on the terms and conditions *herein appearing overleaf*.

FIRST SCHEDULE

BUSINESS TRADING NAME _____ A.B.N. _____

COMPANY NAME (if Incorporated) _____ A.C.N. _____

POSTAL ADDRESS: _____

TRADING ADDRESS: _____

PHONE _____ MOBILE _____ FAX _____ EMAIL _____

IS THE APPLICANT A TRUSTEE FOR ANY TRUST **YES / NO** If yes see next question and term 10 overleaf.

PLEASE STATE FULL NAME OF TRUSTEE AND TRUST _____

PERSONAL DETAILS OF PARTNERS OR DIRECTORS

1 Full Name _____ Date of Birth _____
Address _____ Home No. _____
Mobile No. _____

2 Full Name _____ Date of Birth _____
Address _____ Home No. _____
Mobile No. _____

3 Full Name _____ Date of Birth _____
Address _____ Home No. _____
Mobile No. _____

TRADE REFERENCES (Companies with whom the applicant is currently trading. Do not list financial institutions).

Business Name _____ Contact _____ Phone No. _____

Business Name _____ Contact _____ Phone No. _____

Business Name _____ Contact _____ Phone No. _____

Name of Bank _____ Contact _____ Phone No. _____

NAME OF PERSON AUTHORISING PAYMENT OF ACCOUNTS _____

ANTICIPATED MONTHLY VOLUME OF TRADING (This is not a Limit) \$ _____

PLEASE TURN OVER – SIGNATURES REQUIRED



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TERMS OF TRADING AGREEMENT

- 1) For the purpose of this document the word 'GOODS' shall mean all goods and chattels, all charges for work and labour hire done, hire charges, fees, service charges, repairs, materials and insurance charges of whatsoever nature associated with the supply and manufacture, construction, or repair of the goods supplied to the Customer and all terms and conditions shall relate to any charge herein imposed by the Supplier to the Customer.
- 2) The Customer hereby warrants that the information comprised in the First Schedule hereto is true, accurate and correct and is supplied for the purpose of obtaining a credit trading account with the Supplier and the Customer further warrants that the signature appearing on this agreement are duly authorised by the Customer to apply for a credit trading account and to execute this agreement.
- 3) The parties agree that in the event of the Supplier prior to approving a credit trading account grant to the Customer time to pay for any goods supplied then such supply shall not amount to a waiver by the Supplier of any of the terms of this Agreement nor be construed or be taken either directly or indirectly or by implication as a granting by the Supplier of a credit trading account to the Customer and no credit trading account shall be granted unless the Customer is so advised by the Supplier either in writing or verbally.
- 4) In the event of the Supplier granting a credit trading account to the Customer then;
 - (a) That should the Customer default in the payment of any monies due under this Agreement then all monies due to the Supplier shall immediately become due and payment shall be made by the Customer within seven (7) days of the date of demand and the Supplier shall be entitled to charge interest at the Suppliers bankers overdraft rate on all overdue accounts from the due date until the date of actual payment.
 - (b) Any expenses costs or disbursements incurred by the Supplier in recovering any outstanding monies from the Customer including debt collection agency fees and solicitors' costs shall be paid by the Customer, providing that those fees do not exceed the scale charges as charged by that debt collection agency or solicitor.
 - (c) The Supplier may at any time or from time to time without assigning any reason therefore refuse to extend any further credit to the Customer and that it's granting of a credit trading account does not require the Supplier to extend to the Customer any particular amount of credit.
 - (d) The Supplier at its discretion shall be entitled without notice to terminate any credit trading account granted to the Customer.
- 5) The Customer hereby acknowledges that the goods supplied by the Supplier shall remain the property of the Supplier until the Supplier receives payment for same. The Supplier hereby agrees to allow the Customer to deal, sell or trade with the goods in the normal course of business and for the Customer to retain the sale proceeds of such sale or dealing provided that the Customer adheres to the Terms of Trading detailed herein. In the event of the Customer defaulting in any of the Terms of Trading contained herein, including the payment of monies due under these Terms of Trading, then the Supplier shall have the right, without giving notice, to retake possession of the goods supplied to the Customer by the Supplier and the Customer hereby authorises and allows the Supplier or its representative, servant, agent or employee to enter the premises upon which the goods are housed or stored for the purpose of retaking possession of same and the Supplier shall not be liable for any costs, losses, damages, expenses or any other monies or losses suffered by the Customer as a result of the Supplier retaking possession of the goods. The Customer agrees that the Supplier shall be entitled but not obliged to sell any goods possession of which is retaken by the Supplier pursuant to these Terms of Trading.
- 6) The Customer shall not later than fourteen (14) days prior to any proposed changes of ownership, change in Registered Particulars, alteration, addition to the shareholder or directorship, notify the Supplier of the proposed change and the Customer shall be liable for any goods supplied by the Supplier after such change, alteration or addition unless the Supplier shall have acknowledged in writing acceptance of the intending change, alteration or addition.
- 7) **In consideration of the Supplier at the request of the Customer agreeing to grant a Credit Trading Account to the Customer, we the undersigned do hereby jointly and severally irrevocably guarantee, by way of continuing security, the payment to the Supplier by the Customer of all monies owed or at any time in the future owing in respect of goods sold or services rendered to it by the Supplier. And we the undersigned jointly and severally agree to be bound by the Terms of Trading contained herein and declare that the Supplier may make claim against us as if we were the principal debtors and not guarantors or sureties of the Customer.**
- 8) The signatories to this Agreement hereby authorise the Supplier to carry our credit checks and to obtain credit reports in respect of their credit worthiness.
- 9) The Customer, the undersigned and the guarantors (if any) herein do hereby agree that for the purpose of securing the liability and obligations hereunder of the Customer, the undersigned and the guarantors (if any), each of the Customer, the undersigned and the guarantors (if any) do hereby charge with the due and punctual payment and the due and punctual performance by each of them all their liabilities and obligations hereunder all their real property both present and future and each of the Customer, the undersigned and the guarantors (if any) do here consent to the Supplier lodging a caveat or caveats over present and future land noting it's interest hereunder.
- 10) If the Customer is the Trustee of a Trust then the Customer and guarantors (if any) acknowledge that the Trustee shall be liable for the account and that in addition the assets of the trust shall be available to meet payment of the account.

The Customer and Signatories appearing below hereby acknowledge receipt of a copy of the agreement and upon acceptance by the Supplier by way of written notice or supply of goods agree to be bound by the terms of this Credit Application and Terms of Trading Agreement Incorporating Personal Guarantees.

SIGNATURES

1. **Director, Sole Trader, Partners**

 Print Signatories Name

2. **Director, Sole Trader, Partners**

 Print Signatories Name

3. **Director, Sole Trader, Partners**

 Print Signatories Name

4. **Director, Sole Trader, Partners**

 Print Signatories Name