



ACCOUNT APPLICATION

New Account Applications:

PO BOX 345
COOTAMUNDRA NSW 2590

Telephone: 0269 422 633
Email: sue@conquerormilling.com

Office Use Only:	
Application Date Received:	
Account Manager:	
Credit Limit Approved:	
Next Review Date:	

Office Address: PO BOX 345, Cootamundra NSW 2590
Telephone: +61 2 6942 2633 Fax: +61 2 6942 4157
Plant Address: 212 Sutton Street COOTAMUNDRA NSW 2590
Telephone: +61 2 6942 2633
Email: sue@conquerormilling.com
Website: www.conquerormilling.com.au

ACCOUNT APPLICATION

Please email this application and the signed Terms and Conditions to:

Email: sue@conquerormilling.com

Applicant Entity Name:			
Trading Name:			
ACN/ABN:			
Address:			
Postal Address: (if different from Address)			
Delivery Address 1:			
Delivery Address 2: (if Applicable)			
Delivery Address 3: (if Applicable)			
Purchasing Contact:			
Telephone No.:			
Fax No.:			
Accounts Contact:			
Email Address:			
<i>N.B. All Invoices will be emailed</i>			
Average Monthly Purchases: (\$ and Tonnes)			
Ownership (tick appropriate):		<input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Pty Ltd Company/Ltd Company	
Bank Details			
Bank Name			
Branch Address			
Contact Details			
Trade References			
Name of Referee	Contact	Telephone No.	Fax No.

PLEASE read the terms and conditions attached to this form and sign on page 5. If you have any queries in relation to the attached terms and conditions please contact us.

CONQUERER MILLING COMPANY

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Terms and Conditions of Sale

Definitions

1. In these Terms and Conditions:
 - a) 'Accession' has the meaning given in the PPSA.
 - b) 'The Buyer' means the person, body, corporation or otherwise as specified on the front of the attached credit application form as Applicant.
 - c) 'Collateral' has the meaning given in the PPSA.
 - d) 'PPSA' means the *Personal Property Securities Act 2009* (Cth).
 - e) 'PPS Lease' has the meaning given in the PPSA.
 - f) 'PPS Register' means the Personal Property Securities Register established under the PPSA.
 - g) 'Proceeds' has the meaning given in the PPSA.
 - h) 'Purchase Money Security Interest' has the meaning given in the PPSA.
 - i) 'Relevant Collateral' means Collateral which is the subject of a Security Interest granted under this agreement.
 - j) 'Secured Party' has the meaning given in the PPSA.
 - k) 'Security Interest' has the meaning given in the PPSA.
 - l) 'The Seller' means Croker-Carroll Pty Ltd ATF Max Croker Carroll Unit Trust (ACN 002 831 441)

General

2. No quotation of the Seller shall constitute an offer.
3. The Seller reserves the right to accept in whole or in part any order placed on it or to refuse such order security.
4. If the Buyer cancels or alters any order after the Seller has acquired goods or completed any work, the Seller reserves the right to charge the Buyer for any costs incurred.

Price

5. The Seller agrees to supply the goods described on the front of the attached credit application form to the Buyer.
6. The Buyer must pay to the Seller the Price specified on the front of the attached quote by the Due Date specified on the front of the attached quote.
7. The Seller reserves its rights to change all prices without notice with the exception of those prices quoted for orders already placed and accepted by the Seller.
8. The Price is exclusive of any warehousing or freight costs incurred as a result of the delivery of the goods to the Buyer and such costs shall may be added to the Price at the discretion of the Seller.

Terms of Payment and Default

9. The granting of credit to the Buyer shall be at the absolute discretion of the Seller. Terms of payment are 30 days from the date of invoice unless otherwise agreed in writing
10. Failure to pay an account on the due date constitutes a default on behalf of the Buyer and entitles the Seller to suspend delivery, refuse further orders and cancel any existing contract for supply without further notice.
11. In the event of a Default interest is chargeable on any overdue amount at the rate of twelve per cent (12%) per annum calculated daily until such overdue amount is paid.
12. The parties agree that charging such Default interest is not a penalty, but a true measure of damages incurred by the Seller.

Delivery and Risk

13. Risk in the goods shall pass to the Buyer on delivery.
14. Any time quoted for delivery is an estimate only. The Seller shall not be liable for any delay in delivery and may suspend delivery times. The Seller reserves the right to make part delivery of any order and each part delivery shall constitute a separate contract. Failure to deliver a total order shall not invalidate any contract.

Title

15. Legal and equitable title shall remain with the Seller until it has received payment in full for all goods supplied in accordance with these Terms and Conditions or any other agreement or account between the parties. Pending such payment the Buyer shall hold the goods as Bailee for the Seller and shall return the goods to the Seller if so requested.
16. The Buyer must provide the Seller with access to the premises where the goods are stored to enable the Seller to inspect and/or seize the goods.
17. The Buyer must not:-
 - (a) create any security interest or lien over any of the Sellers Personal Property whatsoever (other than security interests granted in favour of the Seller);
 - (b) sell, lease or dispose of its interest in the Seller's Personal Property;
 - (c) give possession of the Seller's Personal Property to another person except where the Seller expressly authorises it to do so; or
 - (d) permit any of the Seller's Personal Property to become an accession to or commingled with any asset that is not part of the goods supplied by the Seller.
18. In the event that the Seller's Personal Property becomes an accession to or commingled with any asset that is not part of the goods supplied by the Seller, the Seller shall also retain the legal and equitable title to such processed or comingled goods.

Warranties

19. All warranties, conditions, guarantees and liability implied by law other than:
 - (a) those which may not be lawfully excluded under the *Competition and Consumer Act* (2010) or any other Commonwealth, State or Territory Legislation; and
 - (b) any express warranty contained in a warranty card (if any) accompanying the Product,are to the maximum extent legally permissible hereby excluded.

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20. Without limiting clause 10 above, the Seller shall not be liable for any direct, indirect, incidental or consequential loss, injury or damage whatsoever (including but not limited to loss of profits, damage or claims by third parties) which the Buyer may suffer in respect of the purchase of the goods.
21. Despite any other clause of these Terms and Conditions, to the fullest extent permitted by law the Sellers maximum liability arising out of the supply of the goods will, at the Sellers election, be limited to:-
- (a) the replacement of the goods or the supply of the equivalent goods as those supplied by the Seller;
 - (b) the payment of the cost of replacing the goods or of acquiring equivalent goods as those supplied by the Seller; or
 - (c) the cost of repairing the goods.

Indemnity

22. The Buyer indemnifies the Seller on a continuing and full indemnity basis from and against any liability, loss, expense or demand to the fullest extent permitted by law, including but not limited to damages or loss arising from false, misleading, deceptive or mis-descriptive representations or statements made by the Buyer in respect of the goods to any person. This indemnity does not merge on termination of this agreement by either party for any reason.

Personal Property Securities Act

23. The Buyer agrees that:-
- (a) the retention of title in relation to goods which are supplied under these Terms and Conditions gives rise to a Security Interest in the goods in favour of the Seller, being a Purchase Money Security Interest;
 - (b) any reference to 'the goods' in these terms and conditions also includes any livestock which are grown with assistance of the goods and the proceeds of such livestock;
 - (c) in the event that the Buyer sells, leases or disposes of its interest in the Seller's Personal Property the Seller's rights and interest in Proceeds derived from the goods also constitute a Security Interest in such Proceeds; and
 - (d) if the Buyer sells or otherwise disposes of the goods before the purchase price of goods has been paid in accordance with this agreement, it does so as the Seller's fiduciary agent and the Proceeds of such sale or other disposal are also property of the Seller and are held by the Buyer on trust for the Seller.
24. The Seller may register any Security Interest granted under this agreement on the PPS Register in any manner it chooses. The Buyer agrees to take such steps as the Seller reasonably requires (for no charge) to ensure the Seller can affect such registration.
25. The Buyer agrees that the Seller need not give any notice required under the PPSA (including a notice of verification statement under section 157) unless the requirement to give the notice cannot be excluded.
26. Without limiting clause 16, the Buyer agrees the following provisions of the PPSA will not apply to the enforcement of a Security interest created by this agreement:
- (a) section 95 - (notice of removal of accession), to the extent that it requires the Lessor to give the Lessee a notice;
 - (b) section 96 - (when a person with an interest in the whole may retain accession);
 - (c) section 117 - (obligations secured by interests in personal property and land);
 - (d) section 118 - to the extent that it requires the Lessor to give the Lessee a notice;
 - (e) section 120 - (enforcement of liquid assets) to the extent that it requires the Lessor to give the Lessee a notice;
 - (f) subsection 121 (4) - (enforcement of liquid assets — notice to grantor);
 - (g) section 125 - (obligation to dispose of or retain collateral);
 - (h) section 130 - (notice of disposal), to the extent that it requires the Lessor to give the Lessee a notice;
 - (i) paragraph 132(3)(d) - (contents of statement of account after disposal);
 - (j) subsection 132(4) - (statement of account if no disposal);
 - (k) section 134(2) - (notice of retention);
 - (l) section 135 - (notice of retention); and
 - (m) section 143 - (reinstatement of security agreement).

Variation of Agreement

27. Any oral agreement which does not conform to these Terms and Conditions shall not be binding on the Seller.
28. The Seller reserves the right to vary these Terms and Conditions upon giving not less than 30 days' notice.
29. The Buyer must immediately notify the Seller of any change of control or change of entity by the Buyer whereupon the new Buyer entity must enter into a new application with the Seller as soon as reasonably practicable.

Proper Law

30. These Terms and Conditions of Sale shall be governed by the laws of the State of New South Wales.

Credit Reporting

31. The Buyer agrees that the Seller may seek and give information about the Buyer's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act Section 18N(1)(B) Privacy Act 1988, incorporating amendments up to Act 125 of 2002.

Directors Guarantee

32. (a) In consideration of the Seller entering into the agreement formed by acceptance of the application form, the guarantor guarantees to the Seller the performance by the Buyer company of all of its obligations under such agreement, and indemnifies the Seller from and against all and any costs, claims, damages and expenses whatsoever, and howsoever, arising out of the breach or non-performance by the company of these terms.
- (b) This guarantee and indemnity continues during the currency of the agreement between the Buyer company and the Seller, and the guarantor's liability shall not be affected by the Seller giving time, or any other concession, indulgence or compromise to the Buyer company for the performance of its obligations.
- (c) This guarantee and indemnity may be enforced against the guarantor without the Seller first taking action against the Buyer company, or pursuing any other available recourse, and may be enforced despite any neglect or omission to enforce any rights against the Buyer company, or if any of the agreements between the Buyer company and the Seller are wholly, or partially unenforceable, or if the Buyer company goes into liquidation.

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EXECUTION PAGE

Date this _____ day of _____ 20 _____

Executed By: (pursuant to s 127 of the <i>Corporation Act 2001</i> if a company)	
Director/Individual Signature:	Director/Individual Signature:
Name:	Name:
Position held:	Position held:
Signature of Witness:	Signature of Witness:
Full Name and Address of Witness:	Full Name and Address of Witness:
Executed By the Guarantor Director(s):	
Signature:	Signature:
Name:	Name:
Signature of Witness:	Signature of Witness:
Full Name and Address of Witness:	Full Name and Address of Witness:

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