



Co-operative Bulk Handling Ltd

ABN: 29 256 604 947

Postal: GPO Box L886, Perth WA 6842

TELEPHONE: (08) 9237 9600 FACSIMILE: (08) 9322 3942

Gayfer House, 30 Delhi St, West Perth WA 6005

CREDIT APPLICATION

1 Type Of Application

New Application

Application To Vary Existing Credit Limit

2 TYPE OF BUSINESS STRUCTURE

Sole Trader

Partnership

Company

Trading Trust

Government Authority

3 Customer Details

Borrowing Entity / Partnership / Company Name [Full Legal Entity Name/s]

ABN

ACN

Street Address Of Business

Town:

State:

Postcode:

Postal Address or PO Box Of Business

Town:

State:

Postcode:

Telephone Number

Facsimile

Mobile

E-Mail Address

Main Contact Person for Payment

4 TYPE OF BUSINESS

Trading Name

Main Business Activity

Date Commenced

Number of Employees

Registered Office

Accountant Contact Details: Firm Name

Contact Accountants Name

Accountants Phone

Name of Bank and Branch

Bank/State/Branch Number

Account Number

5 DETAILS OF SOLE TRADER / PARTNERS / DIRECTORS OR TRUSTEES

Full Name and Title (e.g. sole trader, partner, director)

Date of Birth

Residential Address

Street:

Town:

State:

Postcode:

Telephone Number

Full Name and Title (e.g. sole trader, partner, director)

Date of Birth

Residential Address

Street:

Town:

State:

Postcode:

Telephone Number

* Please attach details if more people required

6 TRADE / BUSINESS REFERENCES (Three major suppliers, NOT a member of the CBH Group)

I / We authorise CBH to obtain three (3) current Credit / Trade References from:

Name of Referee

Address

Contact Name

Telephone



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7 ANTICIPATED TRADING LEVEL

Trade Credit Limit Requested

\$

8 FINANCIAL INFORMATION

Please provide with this application either :

1. Your last audited financial statements
2. If these are not available a Current Statement of Assets and Liabilities and an Income and Expenditure Statement

9 SECURITIES TO BE PROVIDED BY APPLICANT (Where requested)

Type	Date Effective	Over (Period)	Amount
			\$
			\$

10 All Sole Traders, Partners, Directors and Owners Must Sign Below

Anti-Money Laundering and Counter-Terrorism Financing Act 2006: To meet international standards and to help protect business from being misused for money laundering, terrorism financing and other serious crimes, the Australian government has implemented new legislation in the Anti-Money Laundering and Counter Terrorism-Financing Act 2006 (the **AML Act**). As a customer of Co-operative Bulk Handling Ltd (**CBH**), in seeking certain financial services you may be asked to verify your identity. You will also be asked at various times to verify the continuing accuracy of personal information you have previously supplied. By doing this you are helping to protect Australian businesses from being misused for the purposes of criminal activity. I/We acknowledge that the above details are true and correct and that it is an offence under the AML Act to give false and misleading information. I/We make this solemn declaration conscientiously believing the same to be true. I/We understand CBH will collect personal information from me/us as required by the AML Act and that it may take steps to verify the personal information it has collected. I/We agree to provide such personal information to CBH which CBH reasonably requires in order to comply with the AML Act. I/We consent to the collection, use, handling, disclosure and verification of personal information as required by the AML Act. I/We understand that if I provide CBH with incomplete or inaccurate information that CBH may not be able to provide me/us with the products or services that I/we am seeking.

On behalf of the business or individual nominated in this application as the purchaser of services and products from CBH, I/We being the duly authorised officer/s hereby apply for the establishment of an account under the attached Credit Terms and Conditions. I/We represent and warrant that the particulars set out in this application are true and correct in every respect. I/We confirm that I/we have read, understood and agree to the Credit Terms and Conditions and the authority to obtain and provide credit information set out therein.

Authorised Signatory's Name and Title
(IN BLOCK LETTERS)

Signature of Applicant/s

Date

Date

Date

* Please attach details if more people required

Office Use Only

Date Received:	
Trade References Obtained:	
Mercantile Agency Report:	
Bank Opinion (If Obtained):	
Credit Manager's Comments:	
Credit / Payment Term Approved	
Credit Limit:	
Docs# reference for Credit Recommendation report	
Credit Approved/Rejected By:	
Date:	
Customer No:	



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Credit Terms and Conditions

1. Grain handling services are supplied under conditions expressed in the relevant Grain Services Agreement entered into between Co-operative Bulk Handling Ltd (CBH) and the Applicant, where the provisions of that agreement over-ride the provisions set out in these credit terms and conditions. Such services may include, but are not limited to, the receipt, storage, handling and sampling, and outloading to ship, road and rail transport, bagging and containerising of grain, grain by-products or any other bulk commodity for which CBH may agree to provide such services. Where agreed credit terms are breached by the Applicant, CBH reserves the right to refuse further service until all debts are cleared, including any interest charged. Further provision of such service may also be on a cash sale basis.
2. Services are supplied on a cash sale basis until the Applicant is notified in writing that the trading account has been approved for the Applicant's use.
3. The Applicant's use of the trading account is subject to these credit terms and conditions and the relevant Grain Services Agreement.
4. The Applicant shall provide such security to CBH as CBH requires (including the execution of personal guarantees by the signatories to the credit application, directors, shareholders or beneficiaries of the Applicant) and shall indemnify and reimburse CBH for all costs in connection with the trading account, including stamp duty on any security document, legal costs (on a solicitor-client basis), debt collection expense, bank charges for dishonoured cheques, and costs incurred in the recovery or attempted recovery of any amounts owing under the trading account.
5. The Applicant agrees that the trading account may be closed at any time by CBH in its absolute discretion.
6. The Applicant must pay interest on all amounts owing to CBH on any invoice that remains outstanding upon expiration of the due date expressed in the invoice at a rate 5% above the 90 day Bank bill rate offered by the Commonwealth Bank of Australia as at 31st October each year or as otherwise amended and notified to the Applicant if there is a significant rise in this rate.
7. Interest will be calculated daily from the due date expressed in the invoice, until all amounts owing on the invoice, including interest, have been paid.
8. Payments by the Applicant marked specifically for a particular invoice will be applied by CBH firstly in reduction of the interest outstanding and accruing on the invoice and then on any amount outstanding on the invoice.
9. Any loss or damage incurred by CBH in recovering any outstanding monies shall be paid in full by the Applicant prior to CBH resuming the provision of services.
10. The Applicant undertakes to advise CBH in writing of any change in the directors, share holding or ownership of the Applicant, or any material change in the financial details previously provided to CBH, at the time such change takes place. Where any change takes place in the Applicant's trading structure, notwithstanding any advice by the signatories or the Applicant to CBH, the signatories and the Applicant shall not continue to operate the trading account without CBH's prior written consent, and the signatories and the Applicant shall continue to be responsible jointly and severally for all amounts owing under the trading account until the whole amount (including all interest and charges on the trading account) have been paid in full to CBH.
11. The signatories and the Applicant authorise CBH to refer this application to the accountant, bank, credit reporting agency, trade reference and any other person, business or company, and to provide trading information, references and credit files to the above persons and to other persons as CBH sees fit and for any reason whatever.
12. This credit application shall be governed by and construed in accordance with the laws of the State of Western Australia.
13. This application supersedes all prior credit arrangements made with the Applicant.

Personal Property Securities Act (2009)

- a. The Applicant acknowledges that CBH has a purchase money security interest in any grain or personal property provided.
- b. The parties acknowledge that, except as otherwise agreed in writing by the parties, any payments made by the Applicant to CBH must be applied in accordance with section 14(6)(c) of the PPSA.
- c. The Applicant acknowledges that CBH's rights and interest in proceeds derived from the grain provided constitute a security interest in such proceeds.
- d. The Applicant consents to CBH effecting a registration on the PPSA register (in any manner CBH deems appropriate) in relation to any security interest arising under or in connection with or contemplated by these terms.
- e. The Applicant waives its right to receive notice of a verification statement in relation to any registration by CBH on the register.
- f. The Applicant agrees to promptly execute any documents, provide all relevant information, fully cooperate with CBH and do any other act or thing that CBH requires to ensure that CBH has a perfected security interest in, and has priority over any other security interests in, the grain or otherwise.
- g. The Applicant will not register a financing change statement in respect of the security interest without CBH's prior written consent.
- h. The Applicant agrees that CBH may, at its absolute discretion, apply any amounts received from the Applicant toward amounts owing to CBH in such order as CBH may determine.
- i. If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising in connection with these terms, the Applicant agrees that the following provisions of the PPSA will not apply to the enforcement of these terms: section 95 (notice of removal of accession), to the extent that it requires CBH to give a notice to the Applicant; section 96 (when a person with an interest in the whole may retain an accession); subsection 121(4) (enforcement of liquid assets – notice to grantor); section 125 (obligation to dispose of or retain collateral); section 130 (notice of disposal), to the extent that it requires CBH to give a notice to the Applicant; paragraph 132(3)(d) (contents of statement of account after disposal); subsection 132(4) (statement of account if no disposal); subsection 134(1) (retention of collateral); section 135 (notice of retention); section 142 (redemption of collateral); and, section 143 (reinstatement of security agreement).
- j. CBH agrees with the Applicant not to disclose information of the kind mentioned in subsection 275(1) of the PPSA except in circumstances required by paragraphs 275(7)(b)-(e).
- k. The Applicant agrees to reimburse, upon demand, CBH for all costs and/or expenses incurred or payable by CBH in relation to registering or maintaining any financing statement, releasing in whole or in part CBH's security interest or any other document in respect of any security interest;

APPLICANT'S AUTHORITY TO OBTAIN AND PROVIDE CREDIT INFORMATION

14. The Applicant and signatories acknowledge that personal information (including an opinion) relating to the Applicant individuals named in this application and the signatories might be disclosed by CBH to a credit reporting agency in accordance with the CBH Privacy Policy available at <https://www.cbh.com.au/privacy-policy.aspx>
15. The Applicant and signatories consent:
 - (a) to CBH obtaining from a business which provides information about the commercial credit worthiness of persons information concerning the Applicant's and signatories commercial activities or commercial credit worthiness and using that information for the purpose of assessing this application;
 - (b) to any credit reporting agency giving to CBH a credit report requested by it for the purpose of assessing this application and which contains personal information about the Applicant and signatories; and
 - (c) to CBH disclosing to or receiving from any other credit provider any credit report or information that has any bearing on the Applicant's or signatories credit worthiness, credit standing, credit history or credit for any of the following purposes:
 - (i) to assess an application by the Applicant for credit;
 - (ii) to notify other credit providers of a default by the Applicant or signatories;
 - (iii) to exchange information with other credit providers as to the status of the Applicant's account where it is in default with another credit provider; or
 - (iv) to assess the Applicant's or signatories credit worthiness at any time.
16. CBH may give information about the Applicant or signatories to a credit reporting agency for the following purposes:
 - To obtain a commercial credit report about the Applicant or signatories, and/or
 - To allow the credit reporting agency to create or maintain a credit information file containing information about the Applicant or signatories.This information is limited to:



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- Identity particulars – the Applicant's or signatories name, sex, address (and the previous two addresses), date of birth, name of employer, and drivers licence number;
 - The Applicant's or signatories application for commercial credit – the fact that the Applicant or signatories have applied for credit and the amount;
 - The fact that CBH is a current credit provider to the Applicant or signatories;
 - Credit facility repayments which are overdue by more than 60 days, and for which debt collection action has started;
 - Advice that the Applicant's credit facility repayments are no longer overdue in respect of any default that has been listed;
 - Information that, in the opinion of CBH the Applicant or signatories have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with credit obligations); and,
 - Dishonoured cheques – cheques drawn by the Applicant or signatories for \$100 or more which have been dishonoured more than once.
17. CBH may give a guarantor or intending guarantor such personal information about the Applicant or signatories creditworthiness, credit standing, credit history or credit capacity relating to this application, the credit terms and conditions or other agreements with CBH as is necessary for the enforcement or proposed enforcement of any guarantee and indemnity given by the guarantor.
18. This information may be given before, during or after the provision of credit to the Applicant or signatories.