



GLOBAL FOOD & WINE A PO Box 2922 Nerang, Qld 4211 P +61 (7) 5554 2000 F +61 (7) 5578 3703 E ar@globalfw.com.au
CUSTOMER ORDERS P 1300 362 673 F 1300 362 329 E orders@globalfw.com.au W globalfw.com.au

CREDIT ACCOUNT FACILITIES APPLICATION

APPLICANT / CUSTOMER NAME

| | | | |
|-----------------------|-------------|-------------|-----------|
| Business Trading Name | | ACN/ABN | |
| Company | Sole Trader | Partnership | Other |
| Business Address | | | |
| Postal Address | | Phone | A/H Phone |
| Fax | Email | | |
| Directors / Partners | | | |
| Address | | Phone | |

APPLYING FOR: Food Meat / Game Seafood Liquor (Licence No _____)

Type of outlet: (e.g. Restaurant, Cafe, Deli)

ACCOUNT / BANK DETAILS

| | |
|-------------------|--|
| Bank | Branch |
| Name of account | Estimated purchases: \$ / month |
| Preferred payment | Cash Cheque Direct Deposit Credit Card |
| Requested account | COD 7 Days 14 Days (hereinafter 'Payment Terms') |

TRADE REFERENCES

| | | |
|------|---------|-------|
| Name | Address | Phone |
| Name | Address | Phone |

CREDIT ACCOUNT TERMS AND CONDITIONS The terms and conditions set out in this form will apply to credit extended by any or all of Global Food & Wine (Qld) Pty Ltd ABN: 50 010 673 711, Global Food & Wine (Gold Coast) Pty Ltd ABN: 93 010 987 881, Global Food & Wine (Brisbane) Pty Ltd ABN: 31 117 490 847, Global Food & Wine (Northgate) Pty Ltd ABN: 73 629 023 856, Global Food & Wine (Brisbane West) Pty Ltd ABN: 42 603 787 373, Global Food & Wine Sunshine Coast Pty Ltd ABN: 32 066 877 656, Global Food & Wine (Bundaberg) Pty Ltd ABN: 44 155 122 615, Global Food & Wine (Rockhampton) Pty Ltd ABN: 80 603 416 968, Global Food & Wine (Mackay) Pty Ltd ABN: 33 614 958 048, Global Food & Wine (Townsville) Pty Ltd ABN: 76 128 797 035, Global Food & Wine Cairns (GL Cairns Pty Ltd) ABN: 73 855 011 637, Global Viande (Sunshine Coast) Pty Ltd ABN: 21 167 511 926; Global Pacific Seafoods Pty Ltd ABN: 81 631 651 084, and any of their related bodies corporate (as defined by the Corporations Act 2001) or assigns ('the Supplier'), and your signed application will be evidence of your agreement to that effect.

1. **DEFINITION** In these terms and conditions: • "Goods" includes goods and services (including food and liquor goods) agreed to be supplied by the Supplier to the Customer under any contract, agreement, arrangement or understanding between the Supplier and the Customer. • "Supplier" means Global Food & Wine (Qld) Pty Ltd ABN: 50 010 673 711, Global Food & Wine (Gold Coast) Pty Ltd ABN: 93 010 987 881, Global Food & Wine (Brisbane) Pty Ltd ABN: 31 117 490 847, Global Food & Wine (Northgate) Pty Ltd ABN: 73 629 023 856, Global Food & Wine (Brisbane West) Pty Ltd ABN: 42 603 787 373, Global Food & Wine Sunshine Coast Pty Ltd ABN: 32 066 877 656, Global Food & Wine (Bundaberg) Pty Ltd ABN: 44 155 122 615, Global Food & Wine (Rockhampton) Pty Ltd ABN: 80 603 416 968, Global Food & Wine (Mackay) Pty Ltd ABN: 33 614 958 048, Global Food & Wine (Townsville) Pty Ltd ABN: 76 128 797 035, Global Food & Wine Cairns (GL Cairns Pty Ltd) ABN: 73 855 011 637, Global Viande (Sunshine Coast) Pty Ltd ABN: 21 167 511 926, Global Pacific Seafoods Pty Ltd ABN: 81 631 651 084 and any related body corporate (as defined by the Corporations Act 2001) or any successors or assigns from whom Goods are purchased. • "Customer" means the party making this application for credit. • "Property" means all real property owned by the Customer now or in the future, whether owned solely or jointly.

2. **TERMS OF ACCOUNT** (a) Unless otherwise agreed in writing by prior arrangement, payment of your account must be made within the Payment Terms within which goods are supplied, or delivered. (b) The Customer agrees to pay any stamp duty that may be payable on this document. (c) The Customer must advise the Supplier in writing of any changes in business structure indicated in this application within two (2) business days of such change occurring. The person or entity shown in the Supplier's records as the Customer shall remain liable to the Supplier for all Goods supplied until such time as the Supplier has accepted a fresh credit application from the person or entity operating the new business structure. (d) If you fail to observe any of the above terms or you have made a misrepresentation or provided false information to the Supplier, the Supplier may, at its sole discretion, withdraw all credit facilities to the Customer and all charges made to your account and any amounts owing to the Supplier will become due and payable immediately.

3. **OVERDUE ACCOUNTS** (a) Any amount not paid by the due date will, at the sole discretion of the Supplier, be subject to interest charged at 1% per month and calculated on monthly balances. (b) The Customer agrees to pay on demand all legal costs on a full indemnity basis including all out of pocket expenses incurred by the Supplier in connection with the recovery of overdue amounts owing to the Supplier by the Customer. (c) The Customer HEREBY CHARGES all of its equitable interest in any freehold and leasehold Property it may have or may hereafter acquire of whatsoever nature and wheresoever situate as security for any monies owing by the Customer to the Supplier.

4. **TERMS AND CONDITIONS** Goods will be supplied on the Supplier's then current terms and conditions of sale, with any alterations as may be notified to the Customer in writing at the point of sale.

5. **PRIVACY DISCLOSURE AND CONSENT** (a) obtain information about the Customer's personal or commercial credit worthiness from the Customer's bank or any trade referee disclosed in this document and any other credit provider and credit reporting agency for the purposes of assessing the application for credit, or in connection with any guarantee; (b) use, disclose or exchange with other credit providers information about the Customer's personal or commercial credit arrangements in order to assess the application for credit (including whether to accept as Guarantor any person signing), monitor credit worthiness and collect overdue accounts; (c) share information contained in this application and subsequent information about the Customer's personal and commercial credit arrangement with any of the related entities listed at the end of this application form; (d) disclose the contents of a credit report by a credit reporting agency to the Supplier's solicitors or mercantile agents. The Supplier is bound by and complies with the Australian Privacy Principles in relation to the collection and disclosure of information regarding individuals. If you or a Guarantor do not provide the personal information requested in this document, the Supplier reserves the right to refuse your application for credit.

6. **GOVERNING LAW** This application, the supply or hire of Goods under it by the Supplier to the Customer and the terms that apply to it shall be governed in all respects by the laws of the State of Queensland and the parties expressly and irrevocably submit to the jurisdiction of the courts of the State of Queensland. I / We make this application for a credit account and agree to be bound by the above Terms and consent to the Terms under the Privacy Act 1988, as detailed in Clause 5 of the Terms and Conditions above and I hereby irrevocably consent and authorise the Supplier or any officer of the Supplier to insert in this application any particulars or details with respect to the name of Customer or the date of signing, which is omitted by any party when signing this Application.



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PERSONAL GUARANTEE AND INDEMNITY AGREEMENT

I/we _____ (Guarantor's name)
of _____ (Guarantor's address)
have requested the Supplier to supply to: _____
Trading As: _____ (the Customer)
of _____ (address of Customer)
Goods on credit. Should the Supplier elect to do so then the Guarantor/s jointly and severally guarantee to the Supplier:

APPLICANT AND GUARANTOR SIGNATORIES

APPLICANT AND GUARANTOR NAME

| | | |
|---------------------------------|------------------|----------------------|
| Home Address | Driver License # | State |
| Position | Director | Partner |
| | Sole Trader | Authorised Signatory |
| Applicant & Guarantor Signature | Print name | |
| Witness Signature | Print name | Date |

APPLICANT AND GUARANTOR NAME

| | | | | |
|---------------------------------|------------|---------|-------------|----------------------|
| Home Address | | | | |
| Position | Director | Partner | Sole Trader | Authorised Signatory |
| Applicant & Guarantor Signature | Print name | | | |
| Witness Signature | Print name | | | Date |

PERSONAL GUARANTEE AND INDEMNITY AGREEMENT 1. I/we will indemnify the Supplier against any losses, costs, charges, damages and expenses of any nature which it suffers or might incur in respect of any action, demand or proceedings made or taken against it as a result of any default by the Customer of its obligations or arising under this Guarantee. I agree that I will pay any stamp duty assessed on this Guarantee. 2. I / we will also be responsible to the Supplier for all outstanding monies due now or at any time in the future for Goods supplied by the Supplier to the Customer from time to time. 3. Both my /our indemnity and my Guarantee are continuing security and are binding and will not be affected (whether or not I/we have notice of the following matters): (a) If the Supplier: (i) grants any waiver or extension of time or other indulgence to the Customer or to the Guarantor/s; (ii) refuses further credit to the Customer; (iii) varies the terms of the Customer's account or the arrangements between the Supplier and the Customer are changed in any other way (even if this increases my liability under this Guarantee and Indemnity); (b) By the release of any of the Guarantors or if this Guarantee is unenforceable against any one or more of the Guarantors; (c) If any payment by the Customer is later voided by law; (d) If the Customer is placed into administration or receivership or if the Guarantor/s are placed into bankruptcy; (e) The death of one of the other Guarantors named herein. 4. I/we agree that each application for credit made by the Customer to any related body corporate of the Supplier is deemed to have been accepted from the date of the first invoice to the Customer; and without further notice to me, this Guarantee extends to all liabilities from the Customer to that related body corporate. 5. This Guarantee and Indemnity extends to credit given to the Customer in the future by a company which is not now, but at the time that such credit is extended, has become a related body corporate of the Supplier and may in such case be enforced by the Supplier. 6. I/we agree that before providing credit to the Customer, the Supplier may seek from a credit agency, a credit report containing personal information about me to assist in deciding whether to accept me as Guarantor for the Customer. 7. In this Guarantee the following definitions apply: "Goods" includes goods and services (including food and liquor goods) agreed to be supplied by the Supplier to the Customer under any contract, agreement, arrangement or understanding between the Supplier and the Customer. "Supplier" means Global Food & Wine (Qld) Pty Ltd ABN: 50 010 673 711, Global Food & Wine (Gold Coast) Pty Ltd ABN: 93 010 987 881, Global Food & Wine (Brisbane) Pty Ltd ABN: 31 117 490 847, Global Food & Wine (Northgate) Pty Ltd ABN: 73 629 023 856, Global Food & Wine (Brisbane West) Pty Ltd ABN: 42 603 787 373, Global Food & Wine Sunshine Coast Pty Ltd ABN: 32 066 877 656, Global Food & Wine (Bundaberg) Pty Ltd ABN: 44 155 122 615, Global Food & Wine (Rockhampton) Pty Ltd ABN: 80 603 416 968, Global Food & Wine (Mackay) Pty Ltd ABN: 33 614 958 048, Global Food & Wine (Townsville) Pty Ltd ABN: 76 128 797 035, Global Food & Wine Cairns (GL Cairns Pty Ltd) ABN: 73 855 011 637, Global Viande (Sunshine Coast) Pty Ltd ABN: 21 167 511 926, Global Pacific Seafoods Pty Ltd ABN: 81 631 651 084 and any related body corporate (as defined by the Corporations Act 2001) and successors or assigns from whom Goods are purchased. "Related body corporate" has the same meaning as that given to that expression in the Corporations Act 2001. "Guarantee" means this Personal Guarantee and Indemnity Agreement. "Customer" means the party making the application for credit. "Property" means all real property owned by the Guarantor now or in the future, whether owned solely or jointly. Singular words include the plural and vice versa. Where there is more than one Guarantor, they will be bound jointly and severally. 8. The Guarantor/s HEREBY CHARGES all the equitable interest he/she may have or may hereafter acquire of whatsoever nature and wheresoever situate in any Property as security for any debt owing by the Customer to the Supplier. The Guarantor acknowledges that it shall be liable for all legal costs on an indemnity basis to which the Supplier may be put as a result of taking any steps to enforce in any way the charge hereinbefore created. 9. If the charge created by clause 8 herein or any other clause of this Guarantee is or becomes void or unenforceable, it may be severed from this agreement without any effect on the validity of the remainder and the Guarantor/s will not be exonerated in whole or part. Nor will the Supplier's rights, remedies or recourse against the Guarantor/s be in any way be prejudiced or adversely affected by such severance. 10. I/we as Guarantor certify that I/ we have read this Guarantee and Indemnity and in particular understand that if the Customer fails to make any required payments to the Supplier, the Supplier may recover the amount of these payments from me/us personally and may, amongst other rights, take a charge over any real property in which I/we have an interest. I/we also certify that prior to the execution of the Guarantee, I/we have been given an opportunity to obtain independent legal advice regarding its meaning and effect. 11. I / we hereby irrevocably consent and authorise the Supplier or any officer of the Supplier to insert in this Guarantee any particulars or details with respect to the name of Customer or the name of the Guarantor/s or the date of signing, which is omitted by any party when signing this Guarantee.