

Account Application Form – Page 1 – Opera Foods Pty Ltd

** (Delete as applicable) - Requires Individual Guarantees Page 2

APPLICANT (Business Trading name):.....

DELIVERY ADDRESS:.....

SUBURB:..... POSTCODE:.....

PHONE:..... FAX:..... MOBILE:.....

SPECIAL DELIVERY INSTRUCTIONS (If applicable):.....

NEAREST CROSS STREET:.....

MAILING ADDRESS (if Different):.....

SUBURB:..... POSTCODE.....

Orders Contact Person

REPRESENTATIVE NAME:..... TITLE: (Proprietor/Director/Manager/Orders)**

WORK PHONE:..... A.H. PHONE:.....

EMAIL:.....

Accounts Contact Person

REPRESENTATIVE NAME:..... TITLE: (Proprietor/Director/Manager/Accounts)**

WORK PHONE:..... A.H. PHONE:.....

EMAIL:.....

Supplier References

SUPPLIER REFERENCE:..... PHONE:.....

SUPPLIER REFERENCE:..... PHONE:.....

No. of years trading under present ownership:.....

Business Ownership Details

BUSINESS OWNER(S):.....

(Insert Company Name if business is owned/operated by a company)

TYPE: **(COMPANY/TRUST/PARTNERSHIP/SOLE TRADER) **ACN or ABN:.....

Business Owner Contact Details

NAME:..... (Director/Proprietor/Partner).D.O.B...../...../.....

RESIDENTIAL ADDRESS:.....

SUBURB..... PCODE:..... A.H. PHONE:.....

NAME:..... (Director/Proprietor/Partner).D.O.B...../...../.....

RESIDENTIAL ADDRESS:.....

SUBURB..... PCODE:..... A.H. PHONE:.....

NAME:..... (Director/Proprietor/Partner).D.O.B...../...../.....

RESIDENTIAL ADDRESS:.....

SUBURB..... PCODE:..... A.H. PHONE:.....

NAME:..... (Director/Proprietor/Partner).D.O.B...../...../.....

RESIDENTIAL ADDRESS:.....

SUBURB..... PCODE:..... A.H. PHONE:.....

Applicant Signature:..... POSITION:**(Director/Proprietor/Partner) DATE:/...../.....

NOTE: ALL ACCOUNTS ARE PROVIDED FOR THE CONVENIENCE OF DELIVERY ONLY, NOT AS A METHOD OF FINANCE. PLEASE PAY ON INVOICES AS STATEMENTS ARE ISSUED FOR OVERDUE ACCOUNTS ONLY.

Terms will revert to "Strictly Prepayment" if payments are not remitted by due date.

PLEASE FAX BACK TO (02) 4954 3133

Personal Guarantee and Indemnity

(Note: A separate Guarantee page must be completed and signed for each Guarantor, all directors.)

I hereby apply on behalf of the Applicant for a Credit Account with Opera Foods Pty Ltd (the Supplier) and, in consideration of the Supplier agreeing to open such a Credit Account:

1. I warrant that the information provided on page 1 of this Application is true and correct.
2. I warrant that I am a principal/director/trustee of the Applicant described in this application and am authorised to make this application on the Applicant's behalf.
3. I hereby personally guarantee the payment of all monies payable from time to time by the Applicant to the Supplier and also the due and full compliance by the Applicant with the Supplier's Trading Terms set out herein, which I have read, understood and accepted. I further indemnify and agree to keep indemnified the Supplier in respect of any loss or expense incurred by the Supplier as a consequence of any failure by the Applicant to comply with the Supplier's Trading Terms. This guarantee and indemnity shall continue regardless of any extension of time or other indulgence that may be granted by the Supplier to the Applicant from time to time.

NAME OF GUARANTOR:..... D.O.B...../...../.....

RESIDENTIAL ADDRESS:.....

SUBURB..... PCODE:..... A.H. PHONE:.....

GUARANTOR SIGNATURE:..... POSITION.** (Director/Proprietor/Partner)

DATE...../...../.....

WITNESS SIGNATURE:..... NAME OF WITNESS:.....

HOME ADDRESS OF WITNESS:..... PCODE:.....

Supplier's Trading Terms

Payment of orders/ accounts

All orders made to the Supplier must be paid for within 30 days of the date of the Supplier's Invoice ("the Payment Period") and where payment in full is not received by the Supplier prior to the expiry of the Payment Period then the Applicant shall be liable to pay interest on the amount outstanding as at the expiry of the Payment Period at the rate of 1% per month until payment in full is received by the Supplier. The Supplier is hereby irrevocably authorised to allocate the payment of any monies received from time to time from the Applicant towards any outstanding account incurred with the Supplier by the Applicant.

Returns & Credit

The Supplier accepts no responsibility for any defect unless the Applicant lodges a written complaint to the Supplier within 7 days of the date of delivery of the Goods to the Applicant, and unless the Supplier has been given the first opportunity to remedy the defect. In every case the Supplier's liability is limited to replacing free of charge all or such parts of the Goods as have proved defective. The Supplier will bear its own costs and expenses of responding to your warranty claim. However, the Applicant must bear its own costs in making a warranty claim.

Miscellaneous Provisions

(a) It is expressly agreed that any action, suit, dispute or proceedings arising from or in connection with the sale of Goods pursuant to this Agreement or any matter between the parties hereto may be instituted, heard and determined in a court of competent Jurisdiction in the State of New South Wales or of such other State of Australia nominated in writing by the Supplier and each party irrevocably submits to the jurisdiction of such court for the purpose of any such dispute, action, suit or proceedings.

(b) Freight and transport costs from the Supplier's nominated warehouse and any in transit insurance incurred in respect of the Goods are at the cost and liability of the Applicant and are not included in the invoiced price of the Goods.

(c) The Applicant shall be liable for and shall promptly pay to the Supplier;

(i) any legal costs incurred by the Supplier on a solicitor/client basis,

(ii) any court fees, bailiff costs and services fees incurred by the Supplier, and

(iii) any fees paid to a debt collector

in respect of any action or court proceedings taken by or on behalf of the Supplier for the recovery of any monies due by the Applicant to the Supplier pursuant to this Agreement.

(d) Service of any notice or document pursuant to this Agreement may be effected in any manner prescribed by Section 170 Conveyancing Act 1919 as amended (New South Wales) or any section or provision in substitution therefore.

(e) The Supplier reserves the right to terminate the Applicant's Credit Account at any time immediately by service upon the Applicant of written notice of termination without providing any reason to do so.