



Brown's Fertilisers Credit Terms

Interpretation

1. In these credit terms:

"**guarantor**" means the person or persons named in paragraph 10 of the Particulars of Application as the guarantor, and if there is more than one, means each of them separately and every two or more of them jointly.

"**payable**" in relation to an amount means an amount which is currently payable or will or may be payable in the future.

"**person**" includes firm, partnership, committee, and incorporated and unincorporated bodies.

"**we**", "**us**" or "**our**" means Ameropa Australia Pty. Ltd trading as Browns Fertilisers. and its successors and assigns.

"**Customer**" means the person or persons named in the Particulars of Application as the Customer and if there are more than one, means each of them separately and every two or more of them jointly.

"**you**" or "**your**" means the Customer and includes the guarantor and your successors and assigns.

The singular includes the plural and vice versa.

A reference to anything includes the whole or each part of it.

Credit Reporting

2. Under Section 18E(8)(c) of the Privacy Act, we are required to inform you that we may give a credit reporting agency personal information from this application. You acknowledge that such disclosure may occur.
3. The information that may be given to a credit reporting agency includes:-
 - Your name, date of birth, address, employer's name and drivers' licence number
 - The fact that you have applied to us for credit and the amount of such credit applied for
 - The fact that you have offered to act as a guarantor in a credit application
 - The fact that we are a current credit provider to you
 - The fact that you are at least thirty (30) days overdue in making your payment and that steps have been taken to recover that amount from you
 - The fact that a cheque for \$100 or more drawn by you has twice been presented and dishonoured
 - The fact that a court judgement has been made against you
 - That in our opinion you have committed a serious credit infringement
 - The fact that payments by you are no longer overdue or that the credit provided to you has been paid in full or discharged
4. We use information obtained from credit reporting agencies to assess your application. Your consent to certain matters is required under the Privacy Act. By signing this Credit Application you are acknowledging that we may obtain the information.
5. You agree that we may obtain from a credit reporting agency a credit report containing personal information about you in relation to this application for commercial credit to be provided by us (Section 18K(1)(b)).
6. You agree that we may receive from a credit reporting agency a credit report containing personal information about you in relation to collecting overdue payments in respect of other commercial credit provided to you.
7. You agree that we may give to and provide to any other credit providers named as a trade reference in this application a credit report provided by a credit reporting agency about you/your credit arrangement for the purpose of those credit providers.
8. You agree that we may give to and seek from any credit providers (whether listed in this application or otherwise chosen by us, including (without limitation) any credit providers that may be named in a credit report issued by a credit reporting agency), information about the your credit worthiness and activities that credit providers are allowed to give or receive from each other under the Privacy Act (Cth).

Payment

9. You agree to pay for all goods sold or services provided within the time period as stipulated on the invoice(s) issued by us to you or at such other time as we may notify to you. If you do not pay us for any account or if you commit any act of bankruptcy or enter into voluntary liquidation or if a petition to wind you is presented in any Court or if you are placed in receivership or voluntary administration or if you ceases to trade or carry on business in the usual manner then:-
 - Any amount due to us shall become immediately payable to us;
 - We may suspend delivery of goods and the supply of services; and
 - Where we still retain title to the goods, we may retake possession of them.
10. A Certificate signed by our Manager, Accountant, Secretary, Credit Manager, or Credit Officer of the amount payable to us in respect of the goods sold, the services provided or any account as at the date set out in the Certificate, shall be sufficient evidence unless the contrary is proved.
11. You indemnify us and you agree to reimburse us for any expenses we may reasonably incur in recovering or attempting to recover payment from you or amounts which may be overdue.
12. We may alter our conditions of sale or the terms of payment and such altered conditions or terms shall apply in respect of all transactions taking place after written notification to you of such altered conditions of sale or terms of payment.
13. If payment is not received within the time period as stipulated on the invoice(s) sent by us to you, we may charge a service fee of 1.25% per month and in consideration of any grant of credit by us, the Customer expressly undertakes to pay all such interest.

Liability

14. You indemnify us against all losses and expenses which we may incur arising from any failure by you to comply with your obligations under this Credit Application.
15. Our approval of this application does not require us to extend any particular amount of credit.
16. The granting of any credit to you will always be on the terms of this Credit Application.
17. To the extent permitted by law, we may, without giving any reason, refuse to extend any credit of further credit to you or cancel any trading arrangements with you without prior notice to you

General Conditions.

18. We may accept this Credit Application either orally or in writing and shall be deemed to have accepted this Credit Application if any goods or services are supplied on credit.
19. This Credit Application shall be governed by Victorian law and the parties submit to the non- exclusive jurisdiction of the Courts of Victoria in relation to any dispute relating to this Agreement.
20. The goods are sold and services provided on the condition that the Customer must pay any additional costs or expenses relating to the supply of the goods and/or services not specifically provided for in this Credit Application and Supply Agreement, including any tax (including GST), stamp duty, fee, levy or charge of any nature imposed by any government authority in respect of the sale of goods or provision of services
21. You agree to the Conditions of Sale" attached to this Agreement.
22. If there is any inconsistency between the Conditions of Sale attached to this Agreement and the other terms and conditions contained in this Credit Application then the terms and conditions contained in this Credit Application prevail, but only to the extent of any inconsistency.