



# NUFRUIT 7 DAY CREDIT TRADING AGREEMENT

This agreement made this..... day of.....20.... BETWEEN:

NUFRUIT Pty Ltd ABN 70 007 202 119 the registered office of which is 50 Waterloo Road Macquarie Park , New South Wales, and the principal place of business which is 90 Newman Street Wangaratta Vic 3677 (referred to as "NUFRUIT") AND:

Trading Name of Business: \_\_\_\_\_ ABN \_\_\_\_\_

Address of Business Premises (not PO Box): \_\_\_\_\_

Contact Name (account payments) \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Postcode: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

### (The Customer – Proprietor of Business)

Company Name: \_\_\_\_\_ ACN \_\_\_\_\_

Full name and Address of Sole Trader, Partners, Directors: (The Customer)

Name:1 \_\_\_\_\_ Address: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Name:2 \_\_\_\_\_ Address: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Name:3 \_\_\_\_\_ Address: \_\_\_\_\_ Date of Birth \_\_\_\_\_

How long as proprietor of this business \_\_\_\_\_ Nature of Business \_\_\_\_\_

Trade References: 1. \_\_\_\_\_ Telephone \_\_\_\_\_

2. \_\_\_\_\_ Telephone \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

Estimated Weekly Purchases on this Account: \$ \_\_\_\_\_

I/We understand and accept that the account applied for and payment for goods purchased from NUFRUIT are subject to the terms and conditions as outlined below:

Signed: 1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

(All Proprietors/Partners/Company Directors MUST SIGN) (Company Directors/Trustees must complete and sign overleaf also) Dated this

day of \_\_\_\_\_ 20 \_\_\_\_\_

### CREDIT TERMS & CONDITIONS

1. This agreement shall be covered by the laws of Victoria and in accordance with the *Privacy Act 1988*.
2. If there is more than one proprietor all liability to pay accounts is joint and several.
3. Payment terms are strictly 7 days from invoice date.
4. Interest at the rate of 1.5% per month (compound) may be charged on the overdue portion of any 7 day account with the Company which remains unpaid after the due date.
5. (a).No further credit facilities will be extended to customers whose accounts remain unpaid 7 days from date of invoice.  
(b).Credit may be withdrawn at anytime without prior notice and at the discretion of NUFRUIT.
6. Any expenses, costs or disbursements incurred by NUFRUIT in recovering any outstanding monies including Debt Collection Agency fees, Court and Solicitors costs shall be paid by the customer providing those fees do not exceed the scale charges as charged by the Debt Collection Agency, Court or Solicitor.
7. The customer and any person whose signature appears on the application (in whatever capacity) irrevocably consent to NUFRUIT making enquiries of and obtaining information (whether such information is personal, confidential, privileged or recorded in a material form or otherwise) from any person whatsoever in relation to the financial standing and credit worthiness of the Customer and the said signatories. The Customer and the said signatories hereby request and authorise such persons to provide such information. NUFRUIT may also supply such information (whether obtained by such enquiries or in any other manner whatsoever) to any person who in NUFRUIT'S opinion has a legitimate interest in such information.
8. Until the Customer has paid the purchase price in full and there is no Customer's Debt outstanding to NUFRUIT, ownership of and title of goods sold by NUFRUIT to the CUSTOMER shall not pass to the Customer, NUFRUIT reserves the right in respect of any goods delivered, to dispose of the goods at and time to any person and on such terms and condition as NUFRUIT sees fit. The Customer shall hold the goods in a fiduciary capacity for NUFRUIT.
9. NUFRUIT retains the right to request for the above said Customer and Guarantors to submit an application for a Metcash Trading Account to supply goods and/or services on a credit account, at Metcash's absolute discretion and in compliance with Metcash Trading Terms.

PERSONAL GUARANTEE

In consideration to NUFruit agreeing to give credit at our discretion to the Applicant customer whose name appears on the form of application overleaf to this Guarantee (therein called and herein called "the Customer") I/we

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

and in the case of more than one Guarantor, we jointly and each of us severally do hereby guarantee to You due payment by the Customer of all monies which may from time to time be payable to you on any account whatsoever whether being in respect of goods sold and delivered or any other debt howsoever arising, on the due dates or date for payment thereof and/or any interest on any monies due and payable to You and all legal and other costs and expenses involved in recovering or attempting to recover any monies from the Customer. This Guarantee shall be a continuing Guarantee and shall not be affected by any time or other indulgence granted by You to me/us or to the Customer and shall be enforceable immediately and without demand upon default by the Customer in paying any monies as aforesaid on the due date for payment thereof. This Guarantee shall be in addition to any security or other right available to you against the Customer or any other person or entity and shall be enforceable notwithstanding that no action has been taken against the Customer prior to the commencement or any proceedings pursuant to this Guarantee. By signing this guarantee I/we confirm that I/we do fully understand and accept our obligations contained herein. As further and better security for the repayment of all money from time to time owing by the customer to NUFruit the guarantor mortgages and charges to and in favour of NUFruit all right, title, estate and interest which the guarantor now holds or may hereafter acquire and hold in any real or personal property in Australia. The guarantor shall, at the request of NUFruit sign, execute and deliver in favour of NUFruit such mortgage or charge over the guarantor's real or personal property in registrable form as NUFruit may require, such document or documents incorporating the usual terms, conditions and covenants to protect the interests of NUFruit hereunder, within 10 days of NUFruit requesting the same of the customer.

SIGNED: by the said 1. \_\_\_\_\_ (print name) \_\_\_\_\_

in the presence of \_\_\_\_\_ (print name) \_\_\_\_\_

SIGNED: by the said 2. \_\_\_\_\_ (print name) \_\_\_\_\_

in the presence of \_\_\_\_\_ (print name) \_\_\_\_\_

SIGNED: by the said 3. \_\_\_\_\_ (print name) \_\_\_\_\_

in the presence of \_\_\_\_\_ (print name) \_\_\_\_\_

SIGNED: by the said 4. \_\_\_\_\_ (print name) \_\_\_\_\_

in the presence of \_\_\_\_\_ (print name) \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**OFFICE USE ONLY**

References checked by \_\_\_\_\_ Date \_\_\_\_\_

Comments and assessment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved/Rejected \_\_\_\_\_ Date \_\_\_\_\_

Credit Limit approved \$ \_\_\_\_\_ Account No. \_\_\_\_\_

Ledger Class \_\_\_\_\_ Business Type \_\_\_\_\_

\_\_\_\_\_  
**CREDIT CONTROLLER**

**Notes to Guarantors:**

**We urge you to obtain independent legal advice before signing this guarantee if you do not fully understand the obligations contained therein.**