

# COMPANY CREDIT APPLICATION & Directors Guarantee



*TAFCO Rural Supplies is the trading name of The Tobacco & Associated Farmers Co-operative Ltd – Account holders are encouraged to join TAFCO as a Shareholder and receive member benefits including rebates on trading and dividend on shares. Talk to our staff about how to join.*

COMPANY NAME:.....

TRADING NAME:.....

BUSINESS ADDRESS:.....

..... POSTCODE:.....

POSTAL ADDRESS:.....

..... POSTCODE:.....

PHONE NO(BH):..... MOBILE:.....

EMAIL ADDRESS:.....

A.B.N. NO:..... A.C.N. NO:.....

TYPE OF BUSINESS:..... DATE BUSINESS EST:.....

PAID UP CAPITAL:..... DATE INC:.....

MONTHLY CREDIT REQUIREMENT:..... TAFCO Shareholding Y/N..... Shares

**If No, Please complete a Share Application Form and return with this Application. Minimum share purchase \$250**

## DIRECTORS NAMES & ADDRESSES:

(1) .....

.....PHONE NO:.....

(2) .....

.....PHONE NO:.....

**TRADE REFERENCES:**

**(1) NAME:**.....

**ADDRESS:**.....

**PHONE NO:**.....**FAX NO:**.....

**(2) NAME:**.....

**ADDRESS:**.....

**PHONE NO:**.....**FAX NO:**.....

**(3) NAME:**.....

**ADDRESS:**.....

**PHONE NO:**.....**FAX NO:**.....

**IF TAFCO CONSIDERS IT RELEVANT IN ASSESSING MY APPLICATION FOR COMMERCIAL / CONSUMER CREDIT, I AGREE TO THEM OBTAINING A REPORT FROM A CREDIT REPORTING AGENCY, A REPORT CONTAINING PERSONAL CREDIT INFORMATION IN RELATION TO MY CREDIT WORTHINESS AND CREDIT HISTORY.**

**I/WE ACKNOWLEDGE THAT TAFCO OPERATES A STRICTLY 30 DAYS FROM END OF MONTH OF PURCHASE CREDIT FACILITY AND AGREE TO ADHERE TO THIS POLICY SHOULD I/WE BE GRANTED A CREDIT FACILITY. SHOULD I/WE DEFAULT IN PAYMENT OF ANY SUBSEQUENT ACCOUNT ANY EXPENSES INCURED BY TAFCO IN RELATION TO COLLECTION OF SAME WILL BE REIMBURSED TO TAFCO .**

**I/WE GUARANTEE THE PERFORMANCE AND OBSERVANCE OF THE TERMS AND CONDITIONS OUTLINED IN THE TERMS AND CONDITIONS OF SALES & CREDIT ON THE PART OF THE CUSTOMER.**

**NAME:**..... **DATE:**.....

**SIGNED:**.....

# TERMS & CONDITIONS OF SALES & CREDIT (Company)

## 1. INTERPRETATION

“**TAFCO**” means The Tobacco & Associated Farmers Co-operative Ltd trading as TAFCO Rural Supplies.

“**The Customer**” means the company listed above.

“**The Goods**” means any product (including services) of whatever nature sold or provided by TAFCO to the customer.

## 2. TERMS TO BE CONTAINED IN EVERY AGREEMENT

These terms shall form part of every agreement to provide goods between TAFCO and the Customer. They constitute a full and complete statement of the contract between TAFCO and the Customer and no modification or variation of any term of the contract shall be binding unless it is made in writing and signed by TAFCO. The contract shall not be modified or varied by the acknowledgement, receipt or acceptance by TAFCO of a purchase order form or other document containing Terms and Conditions put forward by the Customer. By dealing with TAFCO after being provided with a copy of these terms and conditions the customer accepts and agrees to be bound by them.

## 3. PRICE PAYABLE TO TAFCO FOR THE GOODS

The Customer agrees that in return for TAFCO supplying goods to them it will pay TAFCO's charges for those goods, such charges being calculated based on TAFCO's normal schedule of charges (such schedule being available upon request) or at such other price as is agreed on between the parties in writing prior to the supply of the goods. Payment shall be made by cash, bank cheque or otherwise by way of clear funds. TAFCO may at its sole discretion receive payment by way of credit card and at its sole discretion apply a credit card surcharge.

## 4. PAYMENT FOR THE GOODS

a. All fees and charges payable by the Customer shall be paid to TAFCO upon provision to the customer of a Tax Invoice detailing the total amount of the fees and charges and requesting payment.

b. TAFCO may, at its sole discretion.

i. Provide credit to the Customer for the goods;

ii. Require payment from the Customer for the goods at the time of pick up / delivery; or

iii. Require payment from the Customer for the goods prior to the goods being ordered by TAFCO.

iv. Require the company to arrange for one (1) or more of its Directors to complete the Directors guarantee attached to this agreement and thereby guarantee the obligations of the Customer.

c. In the event that TAFCO provides credit to the Customer then the following shall apply

i. The Customer shall make payment for the goods within 30 days following the end of the month of purchase.

ii. In the event that any amount payable pursuant to this agreement becomes outstanding then TAFCO shall be entitled to charge interest on such overdue sums, calculated from the date of Tax Invoice, at the rate of 12% per annum. Such interest shall accrue and be calculated on a daily basis until the date upon which payment is received in full by TAFCO.

iii. The Customer hereby agrees to indemnify and/or reimburse TAFCO in relation to any costs incurred by TAFCO in attempting to recover amounts owed by the Customer to it pursuant to this agreement. In the event that some, or all, of the costs incurred by TAFCO are legal costs, those costs shall be reimbursed by the Customer to TAFCO on a solicitor/client basis and shall be recoverable from the Customer regardless of whether legal proceedings were commenced by TAFCO against the Customer.

## 5. RETENTION OF TITLE

The ownership of all goods supplied by TAFCO to the Customer pursuant to this agreement remains vested in TAFCO and shall not pass from it to the Customer until payment in full has been received for the goods in question. The Customer irrevocably authorises TAFCO to enter on to any premises owned or occupied by the Customer for the purpose of retrieving any goods in circumstances where ownership has not passed to the Customer and the Customer is in default of its obligations pursuant to this agreement.

# **TERMS & CONDITIONS OF SALES & CREDIT (Company)**

## **6. RISK**

Goods supplied by TAFCO to the Customer are at the Customers risk immediately upon delivery to the Customer or into the Customers custody.

## **7. WARRANTY AND EXCLUSION OF LIABILITY**

a. Any warranty for the goods shall be limited to the warranty offered by the manufacturer of those goods. A copy of any manufacturer's warranty will be made available upon request. TAFCO makes no warranties, either expressed or implied as to the merchantability, fitness for a particular purpose or otherwise with respect to the goods other than as set out above or as implied by law and which may not be excluded, restricted or modified. In no event will TAFCO be liable in contract, tort including negligence or otherwise for any loss of prospective profits of production, wasted overheads or expenses, special, indirect or consequential damages, machine work or labour charges or for any expense resulting from any defective goods or inability to use them. TAFCO's liability in such a case will be limited to the replacement or repair of the goods.

b. The Customer acknowledges that the Customer does not rely on the skill or judgment of TAFCO as to whether the goods supplied are reasonably fit for any purpose for which they are being acquired.

## **8. COLLECTION OF GOODS**

Unless agreed in writing by TAFCO the Customer shall be responsible for collecting any goods from the TAFCO outlet nominated by TAFCO. Any date provided by TAFCO as an indication of likely availability of the goods shall be an estimate only and shall not in any circumstances be incorporated in to any agreement between the parties.

## **9. SEVERABILITY OF PROVISIONS**

A provision of part of these terms which is deemed to be unenforceable shall be severable in whole or in part and shall not affect the remaining terms of the agreement or the portion of the particular term from which the part has been severed.

## **10. EXERCISE OF RIGHTS**

a. No failure or delay on the part of TAFCO in exercising any of its rights under this agreement shall operate as a waiver of any of those rights.

b. No or partial exercise of any of the rights of TAFCO under these terms shall preclude the exercise of any rights that it may have.

c. The rights of TAFCO under this agreement are cumulative and not exclusive of any other rights that TAFCO may have under statute or by virtual common law.

## **11. GOVERNING LAW**

The rights and obligations of TAFCO and the Customer under these terms shall be governed in all respects by the laws of the State of Victoria.

## **12. CANCELLATION OF ORDERS**

No order may be cancelled by the Customer except with the consent of TAFCO and on terms which will indemnify TAFCO against all losses (including any loss of profits) which it may suffer.

# DIRECTORS GUARANTEE

To:

I, the undersigned, in consideration of you agreeing to sell certain goods to the customer hereby covenant with you and your successors and assigns as follows:

1. I guarantee the performance and observance of the terms and conditions outlined in the Terms and Conditions of Sales & Credit on the part of the customer and hereby specifically agree and declare that this Guarantee shall be a continuing Guarantee and shall in no way be avoided, released or effected and shall remain in full force and effect notwithstanding any time or indulgence given or allowed to the customer by you or any variation of the terms and conditions, irrespective of whether I have consented to or received notice of any such time, indulgence or variation.
2. I indemnify you against all losses, costs and expenses whatsoever (including but not limited to any legal costs and disbursements on a solicitor and client basis) which may be incurred by you by reason of any default on the part of the customer in the performance and observance of the terms and conditions on the customer's part contained in the general terms and conditions of repairs.
3. This Guarantee shall be enforceable against me by you notwithstanding any action that you may take against the customer in pursuance of your rights under the General Terms and Conditions of Repairs and Sales.
4. You may at any time grant to the customer any time or indulgence and may compound or compromise with or release the customer, without releasing, discharging or effecting the liability of me under this Guarantee irrespective of whether I have consented to or received notice of any such act, matter or thing.
5. You may act as though I were the customer and I hereby waive any and all of our rights as surety which may at any time be inconsistent with the provisions of the Guarantee herein contained.
6. I undertake to exercise my power as director of the customer to ensure its compliance with the provisions of the terms and conditions of the sales and credit.
7. Any claim or right that you may have against the customer shall in all respects take priority over any similar or competing right that I may have against the customer under the terms and conditions of sales and credit or otherwise howsoever arising.

EXECUTED AS A DEED

**SIGNED SEALED AND DELIVERED )**

by \_\_\_\_\_ in the presence of )

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\_\_\_\_\_  
Signature of Director

.....

\_\_\_\_\_  
Signature of Director

.....

Signature of witness

.....

Signature of witness

.....

Name of witness (print)

.....

Name of witness (print)