

# **MCDONALDS WHOLESALERS**

## **CREDIT APPLICATION AND TERMS OF TRADING AGREEMENT INCORPORATING PERSONAL GUARANTEES**

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

### **BETWEEN:**

McDonalds Wholesalers (Supplier)

### **AND:**

\_\_\_\_\_ (Customer)

### **WHEREAS:**

- (a) The Customer is desirous of establishing a credit trading account with McDonalds Wholesalers and pursuant to its desire to establish a credit trading account has submitted to McDonalds Wholesalers the information as set out in the First Schedule.
- (b) The customer and McDonalds Wholesalers agree that in the event of McDonalds Wholesalers granting to the customer a credit trading account then that credit-trading accounts will be on the terms and conditions herein appearing overleaf.

**FIRST SCHEDULE**

Business Trading Name: \_\_\_\_\_

Company Name (If Incorporated): \_\_\_\_\_

ACN: \_\_\_\_\_ ABN: \_\_\_\_\_

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

Trading/Delivery Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

**Personal Details of Partners or Directors**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

**Trade References** (Companies with whom the applicant is currently trading. Do not list financial institutions.)

Business Name \_\_\_\_\_

Contact \_\_\_\_\_

Business Name \_\_\_\_\_

Contact \_\_\_\_\_

Business Name \_\_\_\_\_

Contact \_\_\_\_\_

Name of Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

Contact for Accounts \_\_\_\_\_

Anticipated Monthly Spend. (This is not a limit) \_\_\_\_\_

## **McDonalds Wholesalers**

For the purpose of this document the word "GOODS" shall mean all goods and chattels, all charges for work and labour hire done, hire charges, fees, service charges, repairs, materials and insurance charges of whatsoever nature associated with the supply and manufacture, construction or repair of the goods supplied to the customer and all terms and conditions shall relate to any change herein imposed by the

### **Supplier to the Customer.**

The Customer hereby warrants that the information comprised in the first schedule hereto is true accurate and correct and is supplied for the purpose of obtaining a credit trading account with the Supplier and the Customer further warrants that the signature appearing on this agreement are duly authorized by the customer is so advised by the Supplier either in writing or verbally.

In the event of the Supplier granting a credit trading account to the Customer then:

- i) Payment of all accounts is required by the due date, being a date stipulated by the supplier.
- ii) That should the Customer default in the payment of any monies due under this Agreement then all monies due to the Supplier shall immediately become due and payment shall be made by the customer within (7) days (for Geraldton town customers and for customers not delivered to by McDonalds Wholesalers own freight service. Those that are service by McDonalds Wholesalers own delivery service are due upon delivery, yet if you are picking the stock up we will collect on our next call round) of the date of demand and the Supplier shall be entitled to charge interest at the Suppliers bankers overdraft rate on all overdue accounts from the due date until the date of actual payment.
- iii) Any expenses costs or disbursements incurred by the Supplier in recovering any outstanding monies from the Customer including debt collection agency fees and the customer, providing those fees do not exceed the scale charges by that debt collection agency or solicitor shall pay solicitor's costs.
- iv) The Supplier may at any time or from time to time without any reason therefore refuse to extend any further credit to the Customer and that its granting of a credit trading account does not require the Supplier to extend to the Customer any particular amount of credit.
- v) The Supplier at its discretion shall be entitled without notice to terminate any credit trading account granted to the Customer.
- vi) The Customer hereby acknowledges that the goods supplied by the supplier shall remain the property of the Supplier receives payment for the same. The Supplier hereby agrees to allow the customer to deal, sell or trade with the goods in the normal course of business and for the Customer to retain the sale proceeds of such sale or dealing provided that the Customer adheres to the Terms of Trading detailed herein. In the event of the Customer defaulting in any of the Terms of Trading contained herein, including the payment of monies due under these Terms of Trading, then the Supplier shall have the right, without giving notice, to retake possession of the goods supplied to the Customer by Supplier and the Customer hereby authorizes and allows the Supplier or its representative, servant, agent or employee to enter the premises upon which the goods are housed or stored for the purpose of retaking possession of same and the Supplier shall not be liable for any costs, losses, damages, expenses or any other monies or losses suffered by the Customer as a result of the Supplier retaking possession of the goods. The Customer agrees that the supplier shall be entitled but not obliged to sell any goods possession of which is retaken by the supplier pursuant of these Terms of Trading.
- vii) The Customer shall no later than 14 days prior to any proposed changes of ownership, change in Registered Particulars, alteration, addition to the shareholding or directorship, notify the Supplier of the proposed change and the Customer shall be liable for any goods supplied by the Supplier after such change, alteration or addition unless the supplier shall have acknowledged in writing acceptance of the intending change, alteration or addition.
- viii) In consideration of the Supplier at the request of the Customer agreeing to grant a Credit Trading Account to the Customer, we the undersigned do hereby jointly and severally irrevocably guarantee, by way of continuing security, the payment to the Supplier by the Customer of all monies owed or at any time in the future owing in respect of goods sold or services rendered to it by the Supplier. And we the undersigned jointly and severally agree to be bound by the Terms of Trading contained herein and declare that the Supplier may make claim against us if we were the principal debtors and not guarantors or sureties of the Customer.
- ix) The signatories to the agreement hereby authorize the Supplier to carry out any credit checks and to obtain credit respect of the credit worthiness.
- x) The Customer, the undersigned and the guarantors (if any) herein do hereby agree for the purpose of securing the liability and obligations hereunder of each of the Customer, the undersigned and the guarantors (if any), each of the Customer, the undersigned and the guarantors (if any) do hereby charge with the due and punctual payment and the due and punctual performance by each of them all their liabilities and obligations hereunder all their real property both present and future and each of the Customer, the undersigned and the guarantors (if any) do hereby consent to the Supplier lodging a caveat or caveats over present or future land noting it's interest hereunder.

The Customer and signatories appearing below hereby acknowledge receipt of a copy of the agreement and upon acceptance by the Supplier by way of written notice or supply of goods to be bound by the terms of this Credit Application and Terms of Trading Agreement Incorporating Personal Guarantees.

**WARNING: THIS IS AN IMPORTANT DOCUMENT**

**SIGNATURES** (of Sole Trader, Individual, Partners or Incorporated Body Guarantors)

1. \_\_\_\_\_  
Sole Trader, Partners or Guarantors Signature

\_\_\_\_\_  
Print Signatories Name

3. \_\_\_\_\_  
Sole Trader, Partners or Guarantors Signature

\_\_\_\_\_  
Print Signatories Name

2. \_\_\_\_\_  
Sole Trader, Partners or Guarantors Signature

\_\_\_\_\_  
Print Signatories Name

4. \_\_\_\_\_  
Sole Trader, Partners or Guarantors Signature

\_\_\_\_\_  
Print Signatories Name

**COMPANY APPLICATIONS**

The Common Seal of \_\_\_\_\_ was hereunto affixed by the authority of the Board of Directors

this \_\_\_\_\_ day \_\_\_\_\_ 20 \_\_\_\_\_ in the presence of:

\_\_\_\_\_  
AFFIX COMMON SEAL HERE

Director \_\_\_\_\_