

| COMPANY INFORMATION | | |
|---|----------------------|------------|
| Company Name: | | |
| Full Trading Name: | | |
| Incorporation Date: | ABN: | ACN: |
| Street Address: | | |
| City: | State: | Post Code: |
| E-mail: | Phone: | Fax: |
| Postal Address: | | |
| City: | State: | Post Code: |
| Accounts Phone: | Accounts Fax: | Contact: |
| DIRECTOR / PROPRIETOR / PARTNER / OWNER INFORMATION (PLEASE ATTACH COPY OF DRIVER LICENSE FOR EACH PERSON) | | |
| Name: | Residential Address: | Phone: |
| 1. | | |
| 2. | | |
| CORPORATE STRUCTURE (TICK APPROPRIATE) | | |
| <input type="checkbox"/> PROPRIETARY COMPANY <input type="checkbox"/> TRUSTEE <input type="checkbox"/> SOLE TRADER <input type="checkbox"/> PARTNERSHIP | | |
| CREDIT ACCOUNT DETAILS | | |
| TYPE OF ACCOUNT: <input type="checkbox"/> CREDIT <input type="checkbox"/> COD | | |
| TERMS: <input type="checkbox"/> 30 DAYS (FROM INVOICE) | | |
| CURRENT TRADE REFERENCES INFORMATION | | |
| Name of Company: | Contact Name: | Phone: |
| 1. | | |
| 2. | | |
| 3. | | |
| GUARANTEE AND INDEMNITY | | |
| ANATOLIAN FOODS PTY LTD ABN 39 085 796 863 GUARANTEE AND INDEMNITY TO: ANATOLIAN FOODS PTY LTD ABN 39 085 796 863, office situated at 117 Link Drive ,Campbellfield, Victoria. In relation to (Customer Name):..... (Registered Address):..... (Hereinafter called "the Customer") (Name):..... (Residential Address): (Name):..... (Residential Address): (Name):..... (Residential Address): (Hereinafter collectively called "the Guarantor" and any reference to "Guarantor" shall be a reference to each and every one of Guarantors listed above) The Supplier has provided or agreed to provide certain goods and/or services and/or financial accommodation to the Customer and in consideration of the Supplier at the Guarantor's request, subject to the Supplier having this guarantee and Indemnity ("guarantee"), providing and continuing to provide goods and/or services and/or financial accommodation to the Customer and agreeing to forbear from demanding the immediate payment of amounts outstanding for goods and/or services and/or financial accommodation to date, the Guarantor has agreed to give this guarantee. | | |

THE GUARANTOR COVENANTS AND AGREES WITH THE SUPPLIER AND THIS GUARANTEE WITNESSES AS FOLLOWS:

1. THE GUARANTOR HEREBY UNCONDITIONALLY GUARANTEES TO THE SUPPLIER:
 - (A) THE DUE AND PUNCTUAL PAYMENT OF ALL AMOUNTS OUTSTANDING BY THE CUSTOMER TO THE SUPPLIER FOR BOTH GOODS SUPPLIED AND WORK PERFORMED TO DATE AND FROM TIME TO TIME AT THE CUSTOMER'S REQUEST AND ALL OTHER MONEYS PAYABLE BY OR RECOVERABLE FROM THE CUSTOMER BY THE SUPPLIER HOWEVER ARISING AND OF WHATEVER NATURE, AND
 - (B) THE PUNCTUAL AND CORRECT COMPLIANCE WITH ALL OBLIGATIONS (OTHER THAN PAYMENT OBLIGATIONS) WHICH THE CUSTOMER OWES NOW OR MAY OWE IN THE FUTURE TO THE SUPPLIER.
2. THE GUARANTORS ACKNOWLEDGE AND AGREE THAT THE BENEFIT OF THIS GUARANTEE MAY IN ADDITION TO ANY OTHER LAWFUL MEANS OF ACCEPTANCE, BE ACCEPTED BY A BRANCH OF THE SUPPLIER BY THE SUPPLY OF GOODS OR SERVICES (OR BOTH) ON CREDIT TO THE CUSTOMER BY THAT BRANCH, AND THE DATE OF THE INVOICE FOR THOSE GOODS AND SERVICES WILL BE DEEMED TO BE THE DATE OF ACCEPTANCE. UPON ACCEPTANCE BY THE SUPPLIER, THIS GUARANTEE WILL HAVE EFFECT AS A DEED BETWEEN THE GUARANTOR AND THE SUPPLIER.
3. THE GUARANTOR UNCONDITIONALLY INDEMNIFIES THE SUPPLIER IN RESPECT OF ANY FAILURE BY THE CUSTOMER TO MAKE ANY PAYMENT OR PERFORM OR OBSERVE ANY COVENANT OBLIGATION TERM OR CONDITION REFERRED TO IN PARAGRAPH 1 OF THIS GUARANTEE.
4. THIS GUARANTEE:
 - (A) IS A PRINCIPAL OBLIGATION AND WILL NOT BE TREATED AS ANCILLARY OR COLLATERAL IN ANY OTHER RIGHT OR OBLIGATION HOWEVER CREATED OR ARISING;
 - (B) MAY BE ENFORCED AGAINST THE GUARANTOR WITHOUT THE SUPPLIER FIRST BEING REQUIRED TO EXHAUST ANY REMEDY IT MAY HAVE AGAINST THE CUSTOMER OR TO ENFORCE ANY SECURITY IT MAY HOLD WITH RESPECT TO THE CUSTOMER'S OBLIGATIONS;
 - (C) IS A CONTINUING GUARANTEE AND INDEMNITY FOR THE WHOLE OF THE CUSTOMER'S OBLIGATIONS AND WILL BE IRREVOCABLE AND WILL REMAIN IN FULL FORCE AND EFFECT UNTIL FULLY DISCHARGED, AND CREDIT ARRANGEMENTS BETWEEN THE CUSTOMER AND THE SUPPLIER ARE AT AN END, ALL AMOUNTS OWING TO THE SUPPLIER BY THE CUSTOMER ARE PAID IN FULL AND ALL OBLIGATIONS OF THE CUSTOMER TO THE SUPPLIER AND COMPLIED WITH IN FULL: AND
 - (D) WILL NOT BE CONSIDERED AS WHOLLY OR PARTIALLY DISCHARGED BY THE PERFORMANCE AT ANY TIME OF ANY OF THE CUSTOMER'S OBLIGATIONS OR BY ANY SETTLEMENT OF ACCOUNTS OR BY ANY OTHER MATTER OR THING WHATEVER AND WILL APPLY TO THE PRESENT AND FUTURE SCOPE OF THE CUSTOMER'S OBLIGATIONS.
5. THIS GUARANTEE IS INDEPENDENT OF AND IN ADDITION TO ANY OTHER GUARANTEE OR SECURITY HELD OR TO BE HELD BY THE SUPPLIER FOR ALL OR ANY OF THE INDEBTEDNESS OR LIABILITY OF THE CUSTOMER AND NO GUARANTOR WILL IN ANY WAY OR AT ANY TIME CLAIM THE BENEFIT OF OR SEEK OR REQUIRE THE TRANSFER OR ANY SUCH GUARANTEE OR SECURITY OR ANY PART THEREOF.
6. ANY DEMAND OR NOTICE UNDER THIS GUARANTEE MAY BE SIGNED ON BEHALF OF THE SUPPLIER BY THE SUPPLIER'S SOLICITORS AND MAY BE SERVED BY DELIVERING IT TO THE GUARANTOR TO WHOM SUCH NOTICE OR DEMAND IS ADDRESSED OR BY POSTING IT TO THE GUARANTOR AT THE GUARANTOR'S ADDRESS APPEARING HEREIN OR AS NOTIFIED TO THE SUPPLIER IN WRITING BY THE GUARANTOR AND IF POSTED SUCH DEMAND OR NOTICE WILL BE DEEMED TO HAVE BEEN SERVED ON THE DAY FOLLOWING THE DATE OF POSTING PROVIDED THAT THE MAKING OF A DEMAND SHALL NOT BE A CONDITION PRECEDENT TO THE LIABILITY OF THE GUARANTOR UNDER THIS GUARANTEE.
7. THIS GUARANTEE CONTINUES TO BE BINDING DESPITE THAT THE PRINCIPAL INDEBTEDNESS MAY BE ASSIGNED OR TRANSFERRED TO ANOTHER PERSON AND THE GUARANTOR AGREES TO WAIVE EACH AND ALL OF ITS RIGHTS WHETHER LEGAL EQUITABLE OR STATUTORY OR OTHERWISE AS SURETY WHICH MAY AT ANY TIME BE INCONSISTENT WITH THE PROVISIONS OF THIS GUARANTEE OR IN ANY WAY RESTRICT THE SUPPLIER'S RIGHTS REMEDIES OR RECOURSE UNDER THIS GUARANTEE.
8. A CERTIFICATE SIGNED BY THE SUPPLIER OR ITS SOLICITORS AS TO ANY SUM PAYABLE TO THE SUPPLIER PURSUANT TO THIS GUARANTEE AS AT THE DATE SET OUT IN SUCH CERTIFICATE SHALL IN ALL COURTS AND AT ALL TIMES BE PRIMA FACIE EVIDENCE OF THE FACTS STATED HEREIN.
9. NO GUARANTOR WILL IN RESPECT OF ANY DEBT OR LIABILITY NOW OWING OR PAYABLE OR HEREAFTER TO BECOME OWING OR PAYABLE TO THE GUARANTOR (OR ANY OF THEM) BY THE CUSTOMER EITHER UNDER OR IN CONNECTION WITH THIS GUARANTEE OR OTHERWISE IN ANY MANNER WHATEVER OR IN RESPECT OF ANY MONEYS CHARGEABLE IN ANY ACCOUNT OR ACCOUNTS AGAINST THE CUSTOMER IN FAVOUR OF THE GUARANTOR (OR ANY OF THEM) FOR ANY PURPOSE PROVE IN OR AGAINST OR ENFORCE ANY SECURITY NOW HELD OR HEREAFTER TO BE HELD BY THE GUARANTOR (OR ANY OF THEM) AGAINST THE ASSETS OF THE CUSTOMER IN RESPECT OF ANY SUCH DEBT OR LIABILITIES OR MONEYS IN ANY INSOLVENCY IN COMPETITION WITH THE SUPPLIER NOR SEEK IN ANY WAY TO DEPRIVE THE SUPPLIER OF ANY DIVIDEND OR SUM OF MONEY WHICH IT MAY RECEIVE OR BE ENTITLED TO AS A CREDITOR OF THE CUSTOMER OR OTHERWISE IN RESPECT OF DEALINGS WITH OR CONCERNING THE CUSTOMER IN ANY INSOLVENCY, AND IN ANY INSOLVENCY IT WILL BE LAWFUL FOR THE SUPPLIER TO PROVE AGAINST THE ASSETS OF THE CUSTOMER BEFORE ANY SUM OR SUMS OF MONEY WHICH THE GUARANTOR (OR ANY OF THEM) SHALL HAVE PAID TO THE SUPPLIER IN PURSUANCE OF THIS GUARANTEE AND ALL DIVIDENDS AND MONEYS RECEIVED IN RESPECT THEREOF SHALL BE APPLIED IN THE FIRST PLACE IN OR TOWARDS SATISFACTION OF ALL MONEYS (IF ANY) FOR WHICH THE CUSTOMER IS NOW OR MAY AT ANY TIME HEREAFTER BECOME INDEBTED OR LIABLE TO OR CHARGEABLE BY THE SUPPLIER ON ANY ACCOUNT OR IN ANY MANNER WHATEVER AND IRRESPECTIVE OF WHETHER THOSE MONEYS ARE COVERED BY THIS GUARANTEE.
 - (A) IN THIS GUARANTEE:
 - (I) "INSOLVENCY" INCLUDES ANY BANKRUPTCY OR WINDING UP, VOLUNTARY OR COMPULSORY, ANY OFFICIAL MANAGEMENT, ANY COMPOSITION ARRANGEMENT WITH OR ASSIGNMENT FOR THE BENEFIT OF CREDITORS AND ANY ADMINISTRATION IN EQUITY OR OTHERWISE OF THE ESTATE OR ASSETS IN WHOLE OR IN PART OF THE CUSTOMER OR ANY AS THE CASE MAY BE;
 - (II) ANY REFERENCE TO THE SUPPLIER INCLUDES ITS SUCCESSORS AND ASSIGNS;
 - (III) ANY REFERENCE TO THE "CUSTOMER" AND "GUARANTOR" INCLUDES THEIR RESPECTIVE EXECUTOR, ADMINISTRATOR AND ASSIGNS OF EACH OF THEM;
 - (IV) A REFERENCE TO ANY PERSON INCLUDES A REFERENCE TO A CORPORATE ENTITY AND VICE VERSA UNLESS REPUGNANT TO THE CONTEXT.
 - (B) THE GUARANTOR WILL PAY TO THE SUPPLIER ALL SUMS OF MONEY RECEIVED BY THE SUPPLIER FOR THE CREDIT OF ANY ACCOUNT OF THE CUSTOMER AND FOR WHICH THE SUPPLIER MAY IN ANY LIQUIDATION OR OFFICIAL MANAGEMENT OF THE CUSTOMER BE OBLIGED TO ACCOUNT TO ANY LIQUIDATOR OR OFFICIAL MANAGER OR OTHER PERSON OR MAY IN ITS DISCRETION SO ACCOUNT.
10. (A) THE LIABILITY OF THE GUARANTOR IS ABSOLUTE AND WILL NOT BE AFFECTED BY ANY ACT, OMISSION, MATTER OR THING WHICH BUT FOR THIS PROVISION MIGHT OPERATE TO RELEASE OR OTHERWISE EXONERATE IT FROM ITS OBLIGATIONS IN WHOLE OR IN PART INCLUDING, BUT WITHOUT LIMITATION:
 - (I) THE GRANT TO THE CUSTOMER OR ANY OTHER PERSON OF ANY TIME, WAIVER OR OTHER INDULGENCE OR CONCESSION, OR THE DISCHARGE OR RELEASE OF ANY OTHER SECURITY INCLUDING, BUT WITHOUT LIMITATION, MORTGAGE, CHARGE, PLEDGE, LIEN OR HYPOTHECATION HELD BY THE SUPPLIER IN RESPECT OF THE CUSTOMER'S OBLIGATIONS;
 - (II) ANY TRANSACTION OR ARRANGEMENT THAT MAY TAKE PLACE BETWEEN THE BENEFICIARY AND THE CUSTOMER, THE GUARANTOR OR ANY OTHER PERSON;
 - (III) THE INSOLVENCY, INCAPACITY OR DEATH OF THE CUSTOMER;
 - (IV) THE SUPPLIER EXERCISING OR REFRAINING FROM EXERCISING ANY OTHER SECURITY OR ANY OF THE RIGHTS, POWERS OR REMEDIES CONFERRED ON IT BY LAW OR ANY AGREEMENT WITH ANY PERSON, OR TAKING OR FAILING TO TAKE ANY OTHER SECURITY;
 - (V) THE GUARANTOR CEASES TO BE A DIRECTOR OR BE INVOLVED OR ASSOCIATED WITH THE CUSTOMER;
 - (VI) THE VARIATION (INCLUDING A VARIATION WHICH INCREASES THE CUSTOMER'S OBLIGATIONS), EXTINGUISHMENT, UNENFORCEABILITY, FAILURE, LOSS, DISCHARGE, RELEASE, ABANDONMENT OR TRANSFER EITHER IN WHOLE OR IN PART OF THE AGREEMENT, OR ANY SECURITY NOW OR IN THE FUTURE HELD BY THE SUPPLIER FROM THE CUSTOMER, THE GUARANTOR OR ANY OTHER PERSON;
 - (VII) THE CUSTOMER'S OBLIGATION OR ANY PART OF THEM BEING OR BECOMING WHOLLY OR PARTIALLY ILLEGAL, VOID, VOIDABLE OR UNENFORCEABLE;
 - (VIII) ANY PAYMENTS BY THE CUSTOMER OR ANY GUARANTOR TO THE SUPPLIER BEING SET ASIDE IN AN INSOLVENCY OF THE CUSTOMER OR ANY GUARANTOR;
 - (IX) THE FAILURE BY THE SUPPLIER TO GIVE NOTICE TO THE GUARANTOR OF ANY DEFAULT BY THE CUSTOMER;
 - (X) THE FAILURE BY THE SUPPLIER TO COMPLY WITH ANY LAW OR ANY AGREEMENT WITH THE CUSTOMER;
 - (XI) ANY LEGAL LIMITATION, DISABILITY, INCAPACITY OR OTHER CIRCUMSTANCES RELATED TO THE CUSTOMER;
 - (XII) THE GRANTING OF THIS GUARANTEE BY ANY GUARANTOR BEING OR BECOMING VOID OR VOIDABLE; OR
 - (XIII) ANY OTHER THING OCCURS WHICH COULD OTHERWISE LIMIT THE EFFECT OF THIS GUARANTEE.
- (C) THE SUPPLIER IS UNDER NO OBLIGATION TO MARSHAL IN FAVOUR OF THE GUARANTOR ANY SECURITY NOW OR IN THE FUTURE HELD BY THE SUPPLIER OR ANY FUNDS OR ASSETS THAT THE SUPPLIER MAY BE ENTITLED TO RECEIVE OR HAVE A CLAIM UPON.

11. THE GUARANTOR IRREVOCABLY AND UNCONDITIONALLY AGREES:
- (A) TO BENEFICIALLY CHARGE BY WAY OF FIXED CHARGE IN FAVOUR OF THE SUPPLIER ALL OF THE ESTATE AND INTEREST OF THAT GUARANTOR IN ALL FREEHOLD AND LEASEHOLD LAND AND ALL PERSONAL PROPERTY IN WHICH THE GUARANTOR HAS ANY BENEFICIAL INTEREST NOW OR AT ANY TIME DURING THE CURRENCY OF THIS GUARANTEE, WHETHER SOLELY OR JOINTLY, UNTIL THE SUPPLIER SHALL HAVE RECEIVED 100 CENTS IN THE DOLLAR IN RESPECT OF THE MONEYS OWED BY THE CUSTOMER TO THE SUPPLIER;
- (B) TO THE LODGING OR ANY CAVEATS BY THE SUPPLIER FOR THE PURPOSE OF PROTECTING THE SUPPLIER'S RIGHT AND INTEREST THIS GUARANTEE; AND
- (C) IMMEDIATELY, UPON THE REQUEST OF THE SUPPLIER OR ITS SOLICITORS, EXECUTE A MORTGAGE OR OTHER INSTRUMENT OF SECURITY FOR THE PURPOSE OF PROTECTING THE SUPPLIER'S RIGHTS AND FOR THIS PURPOSE THE GUARANTOR IRREVOCABLY AND UNCONDITIONALLY APPOINTS ANY PERSON NOMINATED BY THE SUPPLIER TO BE ITS TRUE AND LAWFUL ATTORNEY FOR THE PURPOSE OF EXECUTING AND REGISTERING ANY AND ALL SUCH DOCUMENTS OR INSTRUMENTS ON BEHALF OF THE GUARANTOR SO AS TO BIND THE GUARANTOR.
12. THE GUARANTOR WILL PAY TO THE SUPPLIER ALL OF ITS COSTS AND EXPENSES OF AND INCIDENTAL TO ENFORCEMENT OF THIS GUARANTEE.
13. THE GUARANTOR AGREES TO WAIVER ALL ITS RIGHTS WHICH ARE IN ANY WAY INCONSISTENT WITH THE PROVISIONS OF THIS GUARANTEE.
14. THIS GUARANTEE BINDS EACH CORPORATE GUARANTOR AND ITS SUCCESSORS AND EACH INDIVIDUAL GUARANTOR AND THEIR LEGAL PERSONAL REPRESENTATIVES WHERE THERE IS MORE THAN ONE GUARANTOR. THE GUARANTOR'S GUARANTEE IS JOINT AND SEVERAL AND THEIR COVENANTS AGREEMENTS AND INDEMNITIES ARE THE JOINT COVENANTS AGREEMENTS AND INDEMNITIES OF ALL OF THEM AND THE SEVERAL COVENANT AGREEMENT AND INDEMNITY OF EACH OF THEM AND THE LIABILITY OF ANY SUCH PERSON SHALL NOT BE AFFECTED BY:
- (A) ANY OTHER SUCH PERSON FAILING TO EXECUTE THIS GUARANTEE OR FAILING OR CEASING TO BE BOUND BY IT;
- (B) THIS GUARANTEE NOT BEING OR CEASING TO BE LEGALLY ENFORCEABLE AGAINST ANY SUCH OTHER PERSON;
- (C) ANY SUCH OTHER PERSON BEING INCAPABLE OF GIVING THIS GUARANTEE OR PERFORMING ITS OBLIGATIONS UNDER THE GUARANTEE; OR
- (D) THE DEATH INCAPACITY OR INSOLVENCY OF ANY SUCH OTHER PERSON.
15. THIS GUARANTEE, IRRESPECTIVE OF WHERE IT IS EXECUTED OR MADE, WILL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF VICTORIA AND THE LAWS OF THE STATE OF VICTORIA WILL BE THE PROPER LAW OF THIS GUARANTEE OR ANY MATTER ARISING UNDER OR RELATING TO THIS GUARANTEE. THE GUARANTORS AGREE THAT THE COURTS OF STATE OF VICTORIA SHALL HAVE NON-EXCLUSIVE JURISDICTION TO HEAR ANY MATTER ARISING UNDER OR RELATING TO GUARANTEE.
16. ANY NOTICE OR DEMAND SENT TO OR GIVE ANY GUARANTOR SHALL BE DEEMED TO BE SERVED ON ALL GUARANTORS ON THE SAME DAY.
17. EACH GUARANTOR AGREES THAT THE SUPPLIER MAY SEEK DETAILS FROM A CREDIT REPORTING AGENCY, CONTAINING PERSONAL INFORMATION ABOUT THEM TO ASSESS WHETHER TO ACCEPT THEM AS GUARANTOR FOR CREDIT APPLIED FOR AND PROVIDED TO THE CUSTOMER. THE GUARANTOR AGREES THAT IF THE SUPPLIER APPROVES THE CUSTOMER'S APPLICATION FOR CREDIT, THIS GUARANTEE REMAINS IN FORCE UNTIL THE CREDIT FACILITY COVERED BY THE CUSTOMER'S APPLICATION CEASES AND ALL OTHER CONDITIONS OF THIS GUARANTEE ARE SATISFIED.
18. THE GUARANTOR ACKNOWLEDGES THAT IS HAS READ ALL OF THE INFORMATION SUPPLIED BY THE CUSTOMER TO THE SUPPLIER IN THE SUPPLIER'S CREDIT APPLICATION FORM AND WARRANTS TO THE SUPPLIER THAT ALL OF THE INFORMATION CONTAINED IN THE CREDIT APPLICATION FORM IS TRUE AND ACCURATE AND IT WILL IMMEDIATELY INFORM THE SUPPLIER IF IT LATER BECOMES AWARE OF ANY INFORMATION THAT IS NOT TRUE OR ACCURATE.

I/WE AGREE THAT THE ACCOUNT MAY BE OPENED IN THE NAME/S OF THE GUARANTORS AND THE COMPANY WITH EACH TO BE JOINTLY AND SEVERALLY LIABLE FOR SERVICES PROVIDED BY ANATOLIAN FOODS P/L.

GUARANTOR'S SIGNATURE: DATE: NAME:

GUARANTOR'S SIGNATURE: DATE: NAME:

GUARANTOR'S SIGNATURE: DATE: NAME:

NOTE: ALL SECTIONS MUST BE COMPLETED AND SIGNED OR YOUR REQUEST WILL BE DELAYED.

TERMS & CONDITIONS

1. ANATOLIAN FOODS PTY LTD (THE SUPPLIER) MAY IN ASSESSING MY/OUR APPLICATION FOR CREDIT OR IF THE APPLICATION IS ACCEPTED AND SUBSEQUENTLY ANY PAYMENT BECOMES OVERDUE OBTAIN PERSONAL INFORMATION AND SEEK FROM A CREDIT REPORTING AGENCY OR OTHER CREDIT PROVIDER INFORMATION ABOUT MY/OUR CREDIT ARRANGEMENT AND I/WE UNDERSTAND THAT THIS INFORMATION MAY INCLUDE MY/OUR CREDIT WORTHINESS, CREDIT HISTORY OR CREDIT CAPACITY THAT THE CREDIT PROVIDERS ARE ALLOWED TO GIVE OR RECEIVE PURSUANT TO THE PRIVACY ACT AND PRIVACY AMENDMENT ACT
2. THE APPLICANT(S) MUST INFORM ANATOLIAN FOODS PTY LTD (THE SUPPLIER) IN WRITING WITHIN SEVEN (7) DAYS OF ANY CHANGE OF HIS/HER THEIR BUSINESS DETAILS OR CORPORATE STRUCTURE.
3. ANATOLIAN FOODS PTY LTD (THE SUPPLIER) RESERVES THE ABSOLUTE RIGHT TO REFUSE OR WITHDRAW THE APPLICANT(S) CREDIT FACILITIES AT ANY TIME IN THE EVENT THAT THE APPLICANT IS IN BREACH OF THESE TERMS AND CONDITIONS.
4. ALL CONTRACTS BETWEEN ANATOLIAN FOODS PTY LTD (THE SUPPLIER) AND THE APPLICANT SHALL BE DEEMED TO HAVE BEEN ENTERED INTO IN THE AUSTRALIA AND SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THE AUSTRALIA.
5. ANATOLIAN FOODS PTY LTD (THE SUPPLIER) RESERVES THE FOLLOWING RIGHTS IN RELATION TO ANY GOODS PROVIDED TO THE APPLICANT BY ANATOLIAN FOODS PTY LTD (THE SUPPLIER), UNTIL ALL ACCOUNTS OWED BY THE APPLICANT TO ANATOLIAN FOODS PTY LTD (THE SUPPLIER) ARE FULLY PAID:
 - A). LEGAL OWNERSHIP OF THE GOODS;
 - B). TO ENTER THE APPLICANT(S) PREMISES (OR THE PREMISES OF ANY ASSOCIATED COMPANY OR AGENT WHERE THE GOODS ARE LOCATED) WITHOUT LIABILITY FOR TRESPASS OR ANY RESULTING DAMAGE AND RETAKE POSSESSION OF THE GOODS; AND
 - C). TO KEEP OR RESELL ANY GOODS REPOSSESSED PURSUANT TO (2) ABOVE;
 IF THE GOODS ARE RESOLD, OR PRODUCTS MANUFACTURED USING THE GOODS ARE SOLD, BY THE APPLICANT, THE APPLICANT SHALL HOLD SUCH PART OF THE PROCEEDS OF ANY SUCH SALE AS REPRESENTS THE INVOICE PRICE OF THE GOODS SOLD OR USED IN THE MANUFACTURE OF THE GOODS SOLD IN A SEPARATE IDENTIFIABLE ACCOUNT AS THE BENEFICIAL PROPERTY OF THE CREDIT PROVIDER AND SHALL PAY SUCH AMOUNT TO ANATOLIAN FOODS PTY LTD (THE SUPPLIER) UPON REQUEST. NOT WITHSTANDING THE PROVISIONS ABOVE ANATOLIAN FOODS PTY LTD (THE SUPPLIER) SHALL BE ENTITLED TO MAINTAIN AN ACTION AGAINST THE APPLICANT FOR THE PURCHASE PRICE AND THE RISK OF THE GOODS SHALL PASS TO THE APPLICANT UPON DELIVERY.
6. I/WE ACKNOWLEDGE THAT IF THE ACCOUNT IS OVERDUE, ANATOLIAN FOODS PTY LTD (THE SUPPLIER) AT ITS DISCRETION, RESERVES THE RIGHT TO REFER THE ACCOUNT TO A MERCANTILE AGENCY FOR COLLECTION AND I/WE AGREE TO BE RESPONSIBLE TO MEET ALL REASONABLE COSTS & COMMISSIONS INCURRED IN EMPLOYING THE SAID MERCANTILE AGENT TO COLLECT THE OVERDUE ACCOUNT.
7. I/WE ACKNOWLEDGE AND AGREE THAT THE TERMS OF PAYMENT AND IN THE EVENT THE ACCOUNT BECOMES OVERDUE, ANATOLIAN FOODS PTY LTD (THE SUPPLIER) RESERVES THE RIGHT TO CHARGE INTEREST IN ACCORDANCE WITH THE PENALTY INTEREST RATES ACT 1983 AND/OR PLACE YOUR ACCOUNT ON HOLD CREDIT AS OF THE FIRST DAY AFTER THE DUE DATE OF INVOICES IF THE AMOUNTS REMAIN OUTSTANDING.
8. ANATOLIAN FOODS PTY LTD (THE SUPPLIER) RESERVES THE RIGHT TO REQUEST THAT THE APPLICANT(S) UPDATE THEIR CREDIT APPLICATION INFORMATION EVERY ONE (1) YEAR AND AS A RESULT SOME CHANGES MAY BE MADE TO THE DETAILS OF YOUR CREDIT ACCOUNT. REFUSAL MAY ALSO RESULT IN CREDIT WITHDRAWAL.
9. ANATOLIAN FOODS PTY LTD (THE SUPPLIER) WILL PROVIDE A MONTHLY STATEMENT TO ALL CUSTOMERS THAT HOLD A CREDIT ACCOUNT WITH THE COMPANY AND HAVE A BALANCE OWING ON THE ACCOUNT IT IS THE APPLICANTS RESPONSIBILITY TO USE THIS STATEMENT TO RECONCILE THEIR ACCOUNT AND TO NOTIFY THE ACCOUNTS DEPARTMENT OF ANATOLIAN FOODS PTY LTD (THE SUPPLIER) OF ANY VARIANCES WITH THE DOCUMENTS OR CONTENTS WITHIN.

VERIFICATION

I have read, understand and hereby accept the terms and conditions, rates for services and credit terms presented and I confirm that I am authorised to apply for credit on behalf of the above mentioned business.

Applicant's Signature & Date: _____ Name: _____ Position / Title: _____

Credit cannot be granted without a signature acknowledging credit terms.

DIRECTOR / PROPRIETOR / PARTNER / OWNER GUARANTEE

I/we agree that the account may be opened in the name/s of the guarantors and the company with each to be jointly and severally liable for services provided by Anatolian Foods P/L.

Guarantor's Signature: _____ Date: _____ Name: _____

OFFICE USE ONLY

Trade references verified: _____ Entered by: _____ Approved by: _____