

Guarantee and Indemnity

To: Metromilk P/L
128-132 Fairbarin Street Sunshine West Victoria 3020

* I/We, (A) _____

the undersigned, in consideration of you consenting to supply goods to and generally agreeing to

trade with (B) _____

(hereinafter referred to as "the customer") in accordance with your terms and conditions of trade, do hereby guarantee to you:-

1. Payment of all monies, fees and outgoings payable by "the customer" to you or to any supplier or other party as a result of any terms of trade or supply arrangement organised by you on the days and times and in the manner agreed by "the customer."
2. Due and prompt performance and observance of any and all covenants, obligations, terms and conditions on the part of "the customer" to be performed or observed pursuant to the agreed terms and conditions of trade.
3. That I/We will not act in a manner which I/We were "the customer," would be a breach of the agreed terms and conditions of trade by "the customer," and accordingly I/We guarantee my/our own due and prompt performance and observance contained in the agreed terms and conditions of trade.

This Guarantee shall be a continuing Guarantee and shall not be released by any partial payment or by any neglect or forbearance on the part of yourself or any time or other indulgence granted to me, nor shall you be required to first demand payment from "the customer" as this guarantee shall operate as an independent agreement which is in no way dependent upon the terms of any other agreement. I/We consent to indemnify you and keep -- indemnified from and against all actions, proceedings, costs, damages, expenses, claims and demands whatsoever for or in respect of the non-payment of the said monies, fees or outgoings or any part thereof or the breach non-performance or non-observance of any of the said covenants or conditions or anything relating thereto.

In this Guarantee words importing the singular shall include the plural number and vice versa and words importing the masculine gender shall extend to the female and neuter gender and corporations as the case may require.

I/We acknowledge that you have agreed to supply and trade with "the customer" and acknowledge accordingly that this guarantee is to be construed in the wildest possible terms so that you are as protected as you would have been had I/We actually been the party trading directly with you.

• (A) Names of Guarantors (B) Name of account

I/We agree that Metromilk P/L may seek from credit reporting agency, a credit report containing personal information about me/us to assess whither to accept me/us for credit applied for or supplied to "the customer" named above.

Guarantor Name: _____

Signature: _____

Address of Guarantor: _____

Suburb: _____ Postcode: _____

Name of Witness: _____

Signature of Witness: _____

Guarantor Name: _____

Signature: _____

Address of Guarantor: _____

Suburb: _____ Postcode: _____

Name of Witness: _____

Signature of Witness: _____

Signature: _____

Guarantor Name: _____

Signature: _____

Address of Guarantor: _____

Suburb: _____ Postcode: _____

Name of Witness: _____

Signature of Witness: _____

Date: _____



Application for a Trade/Commercial Credit Account

MetroMilk P/L ABN 107 369 915

P.O. Box 235 Sunshine VIC 3020 | 2/27 WestSide Drive Laverton North VIC 3026
T. (03) 9314 8869 | F. (03) 9314 8819 | info@metromilk.com | www.metromilk.com

Type of Business (Please Tick)

- Company Please complete sections A,B&E and Guarantee and Indemnity Section on reverse
Sole Proprietor Please complete sections A,C&E and Guarantee and Indemnity Section on reverse
Partnership Please complete sections A,D & E and Guarantee and Indemnity Section on reverse

A

Trading Name: _____ ABN: _____

Trading Address: _____

Suburb: _____ Postcode: _____

Date trading commenced: _____

Telephone: _____ Facsimile: _____

If less than two years at above, previous business/employment:

Previous dealings with Metromilk P/L:

If Business is financed externally, please supply the following:

Name of Financier: _____

Security held by Financier: _____

B - Company

Company Name: _____ ABN: _____

Registered Office Address: _____

Suburb: _____ Postcode: _____

Major Shareholders: _____

Date Incorporated: _____ Paid Up Capital: _____

Directors Full Names and Addresses:

1. _____

2. _____

3. _____

4. _____

If two companies are forming a partnership, a separate application form is required for each company.

C - Sole Trader

Mr, Mrs, Ms: Full Name: _____ Date of Birth: _____

Private Address: _____

Suburb: _____ Postcode: _____

Telephone: _____ Drivers License No: _____

D - Partnership (Applicants' particulars for each partner)

Mr, Mrs, Ms: Full Name: _____ Date of Birth: _____

Private Address: _____ ABN: _____

Suburb: _____ Postcode: _____

Telephone: _____ Drivers License No: _____

Mr, Mrs, Ms: Full Name: _____ Date of Birth: _____

Private Address: _____ ABN: _____

Suburb: _____ Postcode: _____

Telephone: _____ Drivers License No: _____

Mr, Mrs, Ms: Full Name: _____ Date of Birth: _____

Private Address: _____ ABN: _____

Suburb: _____ Postcode: _____

Telephone: _____ Drivers License No: _____

E - Trading References (Must be current Trading Accounts; Not C.O.D. suppliers)

Name: 1. _____ Telephone: _____

2. _____ Telephone: _____

3. _____ Telephone: _____

Name and Address of Nearest Relative:

Mr, Mrs, Ms: Full Name: _____

Private Address: _____

Suburb: _____ Postcode: _____

Privacy Act Acknowledgement and Consent

I/We understand that Section 18E(8)(c) of the Privacy Act permits Metromilk P/L to provide a credit reporting agency with personal information about me/us, which I/We authorise Metromilk P/L to do. The information which may be provided to an agency is covered by Section 18E(1) of the Act.

I/We authorise Metromilk P/L to obtain from a credit reporting agency, a credit report containing personal credit information about me/us in relation to commercial credit provided by Metromilk P/L, and also in relation to collecting overdue payments.

I/We authorise Metromilk P/L, under Section 18(N)(1)(b) of the Act, to give to and obtain from credit providers named in this credit application, and credit providers that may be named in a credit report issued by a credit reporting agency, information about my/our credit arrangements.

Conditions of Sale - In Summary

Upon the supplier approving this application the Applicant agrees:

- The Purchaser shall pay for all goods within _____ days from date of invoice. In case of Payment Default the Company may in addition charge interest at the rate being five percent (5%) higher than the rate for the time being fixed by Section 2 of the Penalty Interest Rates Act at the time of default by the Purchaser for the period during which the amount outstanding remains unpaid.
- That the Supplier shall be at liberty to withdraw account facilities offered to the applicant at any time without prejudice to any other right the Supplier may have and without being liable for the consequences.
- That the applicant shall be liable for all costs, charges, commission fees and disbursements incurred by the supplier in recovery of any unpaid account.
- To notify the supplier in writing no later than 14 days prior to any change of ownership of the intended change. Failure to do so could result in the applicant being responsible for future debts.
- That all information and details hereby provided are true and complete in every particular.

Applicant Signature: _____ Applicant Name: _____

Applicant Signature: _____ Applicant Name: _____

Applicant Signature: _____ Applicant Name: _____

Anticipated Weekly/Monthly Purchase: _____ Account Number: _____