



**MNB Variety Imports Pty Ltd**

**Showroom:** 318 Horsley Road Milperra NSW 2214

PO Box 153 Milperra NSW 2214

**Phone:** (02) 9690-1622

**Fax:** (02) 9690-1939

**Email:** info@mnb.com.au

**Website:** www.mnb.com.au

\*Please note that printing this document will not print out the digital entry fields (purple boxes)

## Commercial Account Application Form

Legal Name of Entity:		ACN:	
Trading Name:		ABN:	
Applicant's Status: Private company <input type="checkbox"/> Public company <input type="checkbox"/> Trust <input type="checkbox"/> Sole trader <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Other (provide details) .....			
Principal business activity: Discount Store <input type="checkbox"/> Chemist <input type="checkbox"/> Newsagent <input type="checkbox"/> Hardware Store <input type="checkbox"/> Supermarket <input type="checkbox"/> Convenience Store <input type="checkbox"/> Petrol Station <input type="checkbox"/> Wholesaler <input type="checkbox"/> Online <input type="checkbox"/> Other <input type="checkbox"/> specify .....			
Date of incorporation or business started:	Estimated purchases:	\$	per month
Business address:			
Delivery address: (if different)			
Exchange pallets: Yes <input type="checkbox"/> No <input type="checkbox"/> Pallet Account: Chep..... Loscam .....			
Delivery Type: Forklift <input type="checkbox"/> Tailgate <input type="checkbox"/> Hand Unload <input type="checkbox"/> Other <input type="checkbox"/> specify .....			
Contact name:	Phone:	Mobile:	
Email address:	Fax:		
Accounts payable contact person name:		Phone:	
Accounts email address:			
Details of directors / proprietors: <b>*attach copy of drivers licence(s)</b>			
Full name	Home address	Phone Number	Date of Birth
Trade references from other product suppliers:			
Company name:	Contact:	Fax:	Ph:
Company name:	Contact:	Fax:	Ph:
Company name:	Contact:	Fax:	Ph:
The customer represents and warrants to MNB Variety Imports Pty Ltd ("the Company") that this information is true and correct to the best of its knowledge. I/we consent to the trade and personal references being contacted to gain trading information. I/we acknowledge that the Company has informed us, in accordance with the <i>Privacy Act 1988</i> , that certain personal information may be shared with credit providers and others. I/we the undersigned, accept the Terms & Conditions of Trade of the Company as displayed on the Company Web Site (www.mnb.com.au) and agree same will be incorporated by reference. I acknowledge reading the Terms & Conditions of Trade before signing this form and agree that they may be changed in the manner provided including by changing the current version on the website. Credit is approved subject to these representations and warranties and at the discretion of the Company and may be withdrawn at any time.			
Acceptance by authorised director / person / proprietor			
Full Name:	Position:	Signature:	Date:
Full Name:	Position:	Signature:	Date:



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## Privacy Declaration

Declaration:

Each of the undersigned declares as follows:

1. I consent to MNB Variety Imports Pty Ltd ("the Company") collecting information about me, including information about my creditworthiness, credit history, credit standing, credit capacity or other credit information ("Credit Information") from credit reporting agencies, or from any credit provider or trade referee named in this application or named in a credit report.
2. I consent to the Company using the Credit Information, and other information about me collected by the Company:
  - (a) to assess this application;
  - (b) to assess my creditworthiness or the creditworthiness of the Customer;
  - (c) for the purpose of collecting payments overdue in respect of commercial credit and to otherwise assist the Customer to avoid default; or
  - (d) for the purpose of assessing whether to accept me or another individual as a guarantor.
3. I consent to the Company disclosing the Credit Information, and other information about me collected by the Company, to credit reporting bodies; to debt collectors; to credit providers; to any individual who is a guarantor or potential guarantor of my obligations to the Company; to any individual who is considering whether to offer property as security for my obligations to the Company; to any related entity of the Company; to any agent or contractor of the Company (including legal advisors and mercantile agents); and to other parties authorised or required to collect that information.
4. I acknowledge that if I do not provide the information requested in this form or give the above consents then the Company may not be able to process the account application and, if approved, to provide the Customer with credit.
5. On behalf of the Customer, I agree that all goods and services will be supplied by the Company on the Terms and Conditions of Trade and as varied and applicable from time to time. The Terms & Conditions of Trade have been read on behalf of the Customer before signing this declaration. The Terms & Conditions of Trade may be varied with written notice.
6. I warrant that:
  - (a) the information in this application is true and correct;
  - (b) I am authorised to complete and submit this application on behalf of the Customer.

Declared by proprietor / guarantor

Full Name	Position	Signature	Date



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## Secured Deed of Guarantee and Indemnity

To: MNB Variety Imports Pty Ltd of 318 Horsley Road, Milperra NSW 2214 Australia ("the Company").

In consideration for the Company providing or continuing to provide goods and services to the Customer named in the Schedule ("the Customer") the Guarantor agrees with the Company as follows:

1. The Guarantor guarantees payment by the Customer for all goods and services that have been supplied or may in future be supplied from time to time at the Customer's request and to be answerable and responsible for the payment by the Customer of those and all other moneys which are payable or may become payable by the Customer to the Company, actually or contingently, now or in the future ("**secured money**").
2. The Guarantor hereby separately indemnifies the Company against all losses and expenses (including legal costs on a solicitor/client basis) however arising, directly or indirectly, in respect of any default by the Customer under any contract with the Company and including failure to pay any secured money.
3. Where the Guarantor consists of more than one person this guarantee is enforceable against all persons signing as guarantor jointly and severally.
4. The Guarantor hereby charges with the payment of the secured money all of their interest in any real property (including all property acquired after the date of this Deed and wherever situate) in favour of the Company. The Guarantor agrees to grant a mortgage over any such real property to better secure the secured money. The Guarantor grants a security interest pursuant to the Personal Property Securities Act in all the Guarantor's present and after acquired property as security for the Guarantor's obligations in respect of the secured money. The Guarantor hereby irrevocably appoints the Company and any person nominated by the Company as the attorney of the Guarantor with power to execute, sign, seal and deliver any documents to better secure the secured money and to perfect any security, including to execute any registrable real property mortgage.
5. If the security created by clause 4 is or becomes void or unenforceable it may be severed from this Deed without any effect on the validity of the remainder of this Deed.
6. A certificate signed by a representative of the Company shall be prima facie evidence and proof of moneys owing by the Customer to the Company at that point in time.
7. The Guarantor acknowledges that the Guarantor has made his or her own enquiries of the Customer regarding the Customer's past and prospective dealings with the Company. The Guarantor further acknowledges that the Company is under no obligation to notify them of any changes to its trading terms or dealings with the Customer.
8. This guarantee and indemnity is given for valuable consideration and is a continuing guarantee and indemnity to the Company for the whole of the secured money. The obligations of the Guarantor are absolute and unconditional and shall not be affected by anything that might otherwise affect them including but not limited to: (a) any variation or the Customer's or any other guarantor's obligations (whether or not to make them more onerous) or any invalidity of them and any release, discharge or other indulgence to the Customer or a guarantor (b) insolvency or any composition or arrangement in respect of the Customer or any other guarantor; (c) any failure by the Company to take, perfect or enforce any guarantee or security from or by the Customer or any guarantor.
9. The Guarantor agrees that this Deed shall be construed in accordance with the laws of the State of New South Wales and submits to the non-exclusive jurisdiction of Courts of that State. The Guarantor agrees that the Company may give information about the Guarantor for the following purposes: (a) to obtain a consumer or commercial credit report about the Guarantor; (b) allow the credit reporting agency to create or maintain a credit information file about the Guarantor; (c) effect registration on the Personal Property Securities Register; and (d) to obtain commercial credit information about the Guarantor from a credit reporting agency.

### SCHEDULE

Name of Customer: ..... ACN or ABN: .....

Address of customer: .....

***This is a legal document. Each Guarantor acknowledges having had the opportunity to consider this document and to seek legal advice regarding it.***

<b>GUARANTOR (1)</b> Full Name..... Home Address.....  Signature: _____ Date: _____	<b>WITNESS</b> Full Name..... Home Address.....  Signature: _____ Date: _____
<b>GUARANTOR (2)</b> Full Name..... Home Address.....  Signature: _____ Date: _____	<b>WITNESS</b> Full Name..... Home Address.....  Signature: _____ Date: _____