

Market Lane Investments Pty Ltd ACN 166 646 966
 As trustee for The Market Lane Investments Trust
 Trading as Wholesale Pet Supplies

**IMPORTANT INFORMATION**

As soon as possible scan and email a completed signed copy to sales@wholesalepetsupplies.net
 or fax a copy to (07) 5574 6860

The **ORIGINAL** completed signed document must be posted to:
 PO Box 6109 Gold Coast MC QLD 9726

Credit Application

PLEASE PRINT CLEARLY

Company name/Legal Entity:	
Name of Trust (if applicable):	
Trading Name:	
ABN:	ACN:

FULL NAME AND ADDRESS OF PRINCIPAL DIRECTORS, PARTNERS OR OWNERS

1.	Surname	Christian Names	Date of Birth
Private Address:	Number	Street name	
Suburb:	State:	Pcode:	
Residential Phone No:	Mobile:		
Email:	Drivers Licence:	State:	

FULL NAME AND ADDRESS OF PRINCIPAL DIRECTORS/PARTNERS AND/OR OWNERS

2.	Surname	Christian Names	Date of Birth
Private Address:	Number	Street name	
Suburb:	State:	Pcode:	
Residential Phone No:	Mobile:		
Email:	Drivers Licence:	State:	

FULL NAME AND ADDRESS OF PRINCIPAL DIRECTORS/ PARTNERS AND/OR OWNERS

3.	Surname	Christian Names	Date of Birth
Private Address:	Number	Street name	
Suburb:	State:	Pcode:	
Residential Phone No:	Mobile:		
Email:	Drivers Licence:	State:	

Trade References

Company Name:	Telephone:
Contact person:	Email:
Company Name:	Telephone:
Contact person:	Email:
Company Name:	Telephone:
Contact person:	Email:

Time in Business:	
Estimated Monthly purchases: \$	Requested Credit Limit: \$
Bank:	Branch:

Invoice Address Details - For All Account Correspondence - Invoices, Statements etc.

Invoice Address:	Number or PO Box	Street name/Post Office		
Suburb / Town:		State:	Pcode:	
Telephone:		Fax:		

Delivery Address Details - Please Fill In Only if Different To Invoice Address

Delivery Address:	Number	Street name		
Suburb / Town:		State:	Pcode:	

Sales Contact Details - For all correspondence relating to orders. Eg Customer service enquiries, emailing of web order confirmations, invoices etc.

Sales contact name:		Telephone:		
Sales contact Email Address:				

Accounts Contact Details - For all correspondence relating to an account. Eg Accounts department enquiries, payments, emailing of statements etc.

Accounts contact:		Telephone:		
Accounts contact Email Address:				
Would you prefer your statement to be:		<input type="checkbox"/> Mailed	<input type="checkbox"/> Emailed	<input type="checkbox"/> Faxed

Please note: All sections of the application form must be completed, or application will not be accepted.

I/we declare that I/we have the authority to make this application to Market Lane Investments Pty Ltd as trustee for The Market Lane Investments Trust trading as Wholesale Pet Supplies and that I/we authorise you to obtain such information as considered necessary to consider my application and that I/we have not withheld or misrepresented any information which could influence your decision to open a credit account or otherwise.

I/we authorise Market Lane Investments Pty Ltd as trustee for The Market Lane Investments Trust trading as Wholesale Pet Supplies to make enquires as to the credit and financial standing of the applicant, including obtaining reports from Credit Reporting Agencies in accordance with the *Privacy Act 1988*.

I/we agree to pay in accordance therewith for any goods and/or services supplied by Market Lane Investments Pty Ltd as trustee for The Market Lane Investments Trust trading as Wholesale Pet Supplies.

I/we further agree that should ownership of the business trading entity change or if I/we cease to trade as a sole trader/partnership that we will advise you in writing seven (7) days prior to any change and if I/we fail to advise you then I/we will remain jointly and severally liable for payment of all monies due and owing.

The applicant agrees that Market Lane Investments Pty Ltd as trustee for The Market Lane Investments Trust trading as Wholesale Pet Supplies may at any time with or without notice to the applicant and without assigning any reason therefore, terminate any credit facility provided to the applicant without Market Lane Investments Pty Ltd as trustee for The Market Lane Investments Trust trading as Wholesale Pet Supplies being liable in any way to the applicant for or arising from such termination.

I/we have read the Application Form and the **Terms and Conditions** on page 3 of this application and giving due consideration to its contents agree to be bound by these Terms and Conditions herein.

Authorised Applicant's Signature	Date
Name in Full	Position

Authorised Applicant's Signature	Date
Name in Full	Position

PLEASE RETURN THIS FORM BY FAX TO (07) 5574 6860

Office use only

Date	Rep	
Authorised By	Account Code	Branch

Market Lane Investments Pty Ltd ACN 166 646 966
As trustee for The Market Lane Investments Trust
Trading as Wholesale Pet Supplies

Terms and Conditions of Trade

Updated 24th October 2017

CREDIT TERMS

1. Payment for goods invoiced must be made by the purchaser within:
 - 14 days for orders between \$500.00-\$999.00; and
 - 30 days for orders on or above \$1000.00

Payment for goods may be made by cash, bank transfer and credit card (AMEX is not accepted).
2. Discounted prices will only be allowed when receipt of payment is within the above time frames.
3. Discounted prices will not be allowed on future months purchases if the above payment terms are not adhered to and will revert to normal invoice price.
4. Should the customer fail, for any reason, to pay the amount owing to the Company within 30 days from the invoice date, the Company reserves the right to charge interest at the rate of 2% per month calculated daily from the date when the account became due until full payment is received and shall be payable on demand.
5. Any payment by the customer shall be credited first against the interest accrued to the date of payment and then against all monies due to the Company in date order with the invoices for goods acquired by the customer earliest in time being paid first.
6. The Company reserves the right to terminate the customer's credit account at any time, at its complete discretion, by giving adequate notice.
7. Accounts trading outside our normal terms will be charged merchant fees if payment for an overdue account is made by credit card.

PRICE

1. Unless otherwise agreed in writing the price charged by and payable to the Company shall be the price ruling at the date of dispatch of the order plus any taxes, charges and delivery costs in relation to the goods, if any.
2. No credit will be granted to the customer for stock on hand in the event of a price reduction.

DELIVERY

1. Delivery shall be deemed to occur on the date of actual delivery or the date of failure by the customer to accept delivery.
2. The Company shall not be liable to the Customer for any loss or damage whatsoever (including any consequential loss) caused directly or indirectly by any delay or failure in delivery. Any delay in delivery shall not relieve the customer of its obligation to accept that delivery or any remaining delivery.
3. The Company shall not be obliged to accept any claim by the customer for incorrect delivery of goods unless such claim is notified to the Company in writing within 7 days after delivery of the goods to the purchaser.

FREIGHT POLICY

1. The Company reserves the right to charge freight on deliveries at any time.
2. Free delivery by WPS trucks on orders on or above \$1000.00 within Gold Coast and Metropolitan areas on normal scheduled delivery runs.
3. Orders containing excessive bulk items or heavy items will be charged freight at the current rate charged by the delivery carrier.

CREDIT CLAIMS

Claims may be accepted or rejected at the Company's discretion. Claims will only be considered under the following conditions:

1. Short delivery or goods damaged in transit -claims in writing and quoting our invoice number must be received by the Company within 7 days of receipt of goods / invoice.
2. Faulty stock - claims in writing and quoting our invoice number and full description of the imperfection must be received by the Company within 7 days of receipt of goods / invoice.
3. Goods are to be returned only through the Sales Representative unless prior approval has been granted.
4. Goods returned for any other reason than those above will incur a re-stocking charge.
5. Non-stock items or special order-in items cannot be returned for credit.
6. All goods must be unmarked and in saleable condition when returned for credit.
7. All pet food returns for credit other than those where the Company is solely responsible should be referred to the manufacturing company's representative.

RISK AND TITLE

1. The risk in the goods supplied by the Company to the customer shall pass to the customer upon delivery to the address specified by the customer. The customer will be fully responsible for any loss of or damage to the goods following delivery even though title to the goods may not have passed to the customer.
2. Title to and property in all goods supplied by the Company is retained by the Company until such time as the purchaser has paid in full all debts outstanding by the purchaser to the Company. The purchaser agrees to provide the Company with access to any premises where the Company's goods are located to enable the Company to recover possession of those goods.
3. The customer shall, if directed by the Company, store the goods supplied in such a way that it is clear that they are the property of the Company and that title remains with the Company.

PERSONAL PROPERTY SECURITIES ACT ("PPSA")

1. Company may register any security interest in connection with these terms for the purposes of the PPSA (including security interest under a contract) for whatever class or classes of collateral Company thinks fit, at customer's cost. Customer consents to any registration by Company and may not make an amendment demand. Customer must do anything at its cost (such as obtaining consents, signing and producing receipts and documents, getting documents signed and supplying information) which company asks and considers necessary for the purposes of ensuring that each such security interest is enforceable, perfected and otherwise effective. Customer agrees to pay or reimburse Company for any additional costs borne by Company resulting from Customer's failure to act at Company's request.
2. In relation to any security interest in connection with these terms:
 - 2.1 Company need not give any notice under the PPSA (including a notice of a verification statement) in relation to a security interest in connection with these terms unless the notice is required by the PPSA and cannot be excluded;
 - 2.2 Company need not comply with any of the provisions of the PPSA that would otherwise apply to the extent the law permits them to be excluded; and
 - 2.3 Customer may not exercise rights under sections 142 (redemption of collateral) or 143 (reinstatement of security interest) of the PPSA to the extent the law permits them to be excluded.

CONFIDENTIALITY

These terms, Company's Policies, any contract and any communications Company has with customer regarding Company's terms and conditions of supply (including without limitation pricing) are Company's confidential information. Customer or customer's employees must not disclose this confidential information to any person (except to legal, financial or business advisers for the purpose of seeking advice relating to the terms and conditions), without Company's prior written consent. Customer must notify Company immediately of any unauthorised use or disclosure of Company's confidential information. Nothing in this clause prevents customer from disclosing Company's confidential information if customer reasonably believes (after seeking legal advice) that it is required to be disclosed by law or stock exchange (except this paragraph does not permit customer to disclose or authorise the disclosure of any information under sections 275(1) and (4) of the PPSA unless section 275(7) of the PPSA applies) as long as customer notifies Company immediately when customer becomes aware that such disclosure may be required so that Company may take steps to lawfully resist that disclosure. This obligation of confidentiality will survive expiration or termination of these terms and will continue until the information ceases to be confidential.

DEED OF GUARANTEE AND INDEMNITY

TO: MARKET LANE INVESTMENTS PTY LTD ACN 166 646 966
 As trustee for **THE MARKET LANE INVESTMENTS TRUST**
 Trading as **Wholesale Pet Supplies** ("WHOLESALE PET SUPPLIES")

In Consideration of WHOLESALE PET SUPPLIES agreeing to supply to the person who is named as "the Applicant" on the credit application annexed hereto (hereinafter called " the Customer") with goods and/or services from time to time, I/we the undersigned (referred to as " the Guarantor") HEREBY JOINTLY AND SEVERALLY agree with WHOLESALE PET SUPPLIES as follows:

1. To guarantee and be answerable to WHOLESALE PET SUPPLIES for the due payment by the Customer of all monies now or from time to time hereafter owing to or unpaid to WHOLESALE PET SUPPLIES on any account or any matter whatsoever by the Customer either directly or indirectly and either alone or jointly with any other person, firm and/or corporation, and including but without limiting the generality of the foregoing any interest accruing on any monies owing or unpaid and any legal costs and disbursements incurred by WHOLESALE PET SUPPLIES in enforcing payment by the Customer of any such monies.
2. This Guarantee shall constitute a continuing guarantee to WHOLESALE PET SUPPLIES for all monies which are now or may from time to time be owing or remain unpaid and shall not be affected by:
 - 2.1 any variation or novation of the agreement between WHOLESALE PET SUPPLIES and the Customer extending credit to the Customer or any other changes to the terms of such agreement, including any extension to the credit limit applied for by the Customer and approved by WHOLESALE PET SUPPLIES from time to time (and whether or not such agreed credit limit is exceeded at any time without approval by WHOLESALE PET SUPPLIES.
 - 2.2 The winding-up of the Customer or the entry by the Customer into a Deed of Company Arrangement whereby any debt due and owing by the Customer to WHOLESALE PET SUPPLIES is extinguished or otherwise not recoverable.
 - 2.3 any time or other indulgence granted by WHOLESALE PET SUPPLIES to the Customer or by any arrangement entered into whereby WHOLESALE PET SUPPLIES rights are in any way modified or abrogated and no notice of the granting of any time or indulgence or of the entering into any arrangement need be given to the guarantor;
 - 2.4 termination of the agreement between WHOLESALE PET SUPPLIES and the Customer for the provision of credit on account of the Customer failing to inform WHOLESALE PET SUPPLIES of any change of ownership of the Customer's business, shareholding or control in which event the guarantor agrees to guarantee all monies due and owing by any third party to WHOLESALE PET SUPPLIES as a result of the continuation of the supply of goods and services to the Customer or the third party on the Customers account until notification of such change has been given to WHOLESALE PET SUPPLIES and a new written agreement for the provision of credit has been entered into with the third party (including a guarantee and indemnity in the same terms as set out herein);
 - 2.5 the payment by the Customer of monies to WHOLESALE PET SUPPLIES which are rendered void pursuant to the laws of bankruptcy, liquidation or administration of companies and no release, settlement or discharge which may have been given or made in the faith of such payment shall affect WHOLESALE PET SUPPLIES right to recover such monies from the guarantor;
 - 2.6 Any legal limitation, disability or incapacity of the Customer or any other circumstance whatsoever and any monies may be recoverable from the guarantor as principal debtor
3. The Guarantor hereby indemnifies WHOLESALE PET SUPPLIES in respect of all amounts payable by the Customer to WHOLESALE PET SUPPLIES on account of goods and/or services supplied by WHOLESALE PET SUPPLIES to the Customer, and all costs and interest which the Customer may be required to pay WHOLESALE PET SUPPLIES, and the indemnity hereby given is a separate covenant and shall not be affected by the appointment by the Customer of an administrator under the provision of the *Corporations Act 2001* or any Deed of Company Arrangement entered into by the Customer.
4. The Guarantor shall be liable to WHOLESALE PET SUPPLIES for all legal costs (on an indemnity basis) and the costs of any mercantile agents in respect of any proceedings for recovery under this guarantee.
5. It is expressly declared that notwithstanding the fact that this Deed of Guarantee and Indemnity may be intended or expressed to be executed and given by more than one person the same shall be a valid and effectual guarantee binding against such person or persons as shall execute the same forthwith upon their execution of it and shall continue to be binding as against such person or persons despite the fact that any proposed or contemplated party shall not in fact subsequently execute it.
6. This Guarantee and the construction and interpretation of it shall be governed by the laws of the State of Queensland in force for the time being and from time to time, and the parties to this Deed of Guarantee and indemnity irrevocably submit unconditionally to the jurisdiction of the courts of the State of Queensland in respect of all claims, proceedings and matters arising out of or with respect to this Deed of Guarantee and indemnity.
7. In this guarantee, unless the context otherwise requires, the singular includes the plural and vice versa, any gender, unincorporated bodies and corporations.

8. The Guarantor shall not prove in any winding-up of the Applicant in competition with WHOLESale PET SUPPLIES until WHOLESale PET SUPPLIES shall have received payment in full of all monies owing to it by the Applicant, and in the event of the Guarantor so proving and receiving any payment the Guarantor shall stand possessed of any monies so received in trust for WHOLESale PET SUPPLIES.
9. The Guarantor hereby charges all his/her property both real and personal and whether legal or equitable in payment of all and any monies owing by the Applicant to WHOLESale PET SUPPLIES or under this Deed of Guarantee and Indemnity until the same shall be paid in full and shall on the occurrence of any default by the Customer execute a mortgage over such property in such form as WHOLESale PET SUPPLIES shall require to secure all monies owing to WHOLESale PET SUPPLIES and consent to any caveat WHOLESale PET SUPPLIES shall lodge against the title to such real property.
10. The Guarantor (and in the case of more than one Guarantor, each of them) acknowledges that WHOLESale PET SUPPLIES has recommended that they obtain independent legal and financial advice about this guarantee and their obligations and potential liabilities under it and that they have been given reasonable opportunity to obtain such independent legal and financial advice.
11. Any notice or demand to be served on the Guarantor shall be sufficiently served if served on the Guarantor by personal service or by sending the same by prepaid post addressed to the Guarantor at his or her address as set out in this agreement or as otherwise notified by the Guarantor to WHOLESale PET SUPPLIES in writing or if no address is set out in this agreement than at the address of the Customer, and any notice or demand so served shall be deemed for all purposes to be properly served even if it is not in fact received by the Guarantor. Service on any Guarantor shall be sufficient service on that Guarantor even if any other Guarantor is not served.

1st Guarantor

DATED this _____ day of _____ 20 _____

Signature of Guarantor: _____

Name and residential address of Guarantor (please print)

Signature of Witness: _____

Name and residential address of Witness (please print)

2nd Guarantor

DATED this _____ day of _____ 20 _____

Signature of Guarantor: _____

Name and residential address of Guarantor (please print)

Signature of Witness: _____

Name and residential address of Witness (please print)
