



Suite 2409, 4 Daydream Street, Warriewood NSW 2102  
Telephone: 1300 783 481 Email: [admin@cropsmart.com.au](mailto:admin@cropsmart.com.au)  
ACN: 093 927 961 Mallee Distribution- ACN:147 406 782

**Account Application- Please complete & return to [admin@cropsmart.com.au](mailto:admin@cropsmart.com.au) or fax: 1300 783 491**

**General**

Legal Name: \_\_\_\_\_

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

Structure:     Company                       Partnership                       Sole Trader                       Trust

ABN: \_\_\_\_\_ ACN: \_\_\_\_\_ Chem. User No: \_\_\_\_\_ Expiry: \_\_\_\_\_

**Contact Details**

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

Residential Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Mob: \_\_\_\_\_ Email: \_\_\_\_\_ Accounts Email: \_\_\_\_\_

**Farming Operations**

Farm Size: \_\_\_\_\_ Ha: \_\_\_\_\_ Referred By: \_\_\_\_\_

Preferred Crop Smart Depot for pickup: \_\_\_\_\_ Or Preferred Carrier: \_\_\_\_\_

**Proprietors**

Companies provide details of Directors:

| Surname | Given Names | Mobile Phone No | Address | Date of Birth | Driver's License No. |
|---------|-------------|-----------------|---------|---------------|----------------------|
|         |             |                 |         |               |                      |
|         |             |                 |         |               |                      |
|         |             |                 |         |               |                      |
|         |             |                 |         |               |                      |

Sole Traders provide individual details here:

| Surname | Given Names | Mobile Phone No | Address | Date of Birth | Driver's License No. |
|---------|-------------|-----------------|---------|---------------|----------------------|
|         |             |                 |         |               |                      |

Partnerships provide details of all Partners:

| Surname | Given Names | Mobile Phone No | Address | Date of Birth | Driver's License No. |
|---------|-------------|-----------------|---------|---------------|----------------------|
|         |             |                 |         |               |                      |
|         |             |                 |         |               |                      |
|         |             |                 |         |               |                      |

**Trusts – to be completed by trusts only**

**Part 1**

Legal structure of trustee:       Company (complete Parts 2 & 3)       Partnership (complete Parts 2 & 3)       Individual (complete Part 3)

**Part 2**

ABN of partnership or company: ..... ACN of company .....

**Part 3**

If trustees are individuals, please provide details of ALL individuals. If trustee is a partnership, please provide details of ALL partners. If trustee is a company, please provide details of ALL directors.

| Surname | Given Names | Mobile Phone No | Address | Date of Birth | Driver's License No. |
|---------|-------------|-----------------|---------|---------------|----------------------|
|         |             |                 |         |               |                      |
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**Please read Crop Smart's standard terms of credit and trade before signing this Credit Agreement as, by signing this Credit Agreement, you are agreeing to be bound by those terms. They can be found at [www.cropsmart.com.au](http://www.cropsmart.com.au).**

**Credit Agreement**

I/we agree:

- To buy from Crop Smart in accordance with their standard terms of credit and trade which form part of this Agreement.
- We have read and understood Crop Smart's standard terms of credit and trade and agree to be bound by them.
- Any credit provided to us by Crop Smart is to be applied wholly for business.
- Crop Smart may vary or withdraw any credit limit it provides to us at any time and without prior notification.
- We certify that the information contained in this application is true and correct.
- We will notify Crop Smart within 7 days if there is a change of ownership in our business.

Signed ..... Signed ..... Signed .....

Name ..... Name ..... Name .....

Date ..... Date ..... Date .....

**Privacy Declaration Privacy Act 1998**

I/ we agree that Crop Smart may:

- Obtain a credit report containing information about me from a credit reporting agency for the purpose of assessing my Application for commercial credit and collecting overdue payments relating to commercial credit owed to me.
- Exchange information about me including information about my credit worthiness, credit standing, credit history and credit capacity that credit providers are allowed to exchange under the Privacy Act.
- Provide to a credit reporting agency information about this application including:-
  - Identity particulars
  - Where I am an applicant the fact that I as an applicant have applied for credit and the amount
  - The fact that Crop Smart is a current credit provider to me
  - Payments that become overdue more than 60 days, and for which collection action has commenced
  - Advice that payments are no longer overdue
  - That cheques drawn by me have been dishonored more than once or that court judgments or bankruptcy orders have been made against me
  - That credit provided has been paid or otherwise discharged.

Signed ..... Signed ..... Signed .....

Name ..... Name ..... Name .....

# Crop Smart Pty Ltd Standard Terms of Credit and Trade (Trading Terms)

## Definitions:

1.1 In this Agreement –

“Crop Smart” means Crop Smart Pty Ltd ACN 093927961, Mallee Distribution Pty Ltd ACN 147 406 782 and Plains Distribution Pty Ltd ACN 150 158 866. “Moneys” means all moneys now or in the future actually or contingently owing by the Purchaser to Crop Smart on any account and includes any part of those moneys; “Purchaser” means the other party or parties to a contract for sale of the Products; “Returnable Drums” means the containers provided to the Purchasers from Crop Smart to carry and store the Products.

## 2. General

2.1 Except as expressly provided in these Trading Terms, these terms and conditions constitute an exclusive statement of the agreement between Crop Smart and the Purchaser with respect to sales of the Products, despite any provisions to a contrary effect in any of the Purchaser’s order forms or other documents.

2.2 These Trading Terms supersede all prior arrangements written or oral.

2.3 Crop Smart may change these Trading Terms at any time by publication on Crop Smart’s website ([www.Crop Smart.com.au](http://www.Crop Smart.com.au)) . It is the responsibility of the Purchaser to regularly check this website for any changes to these Trading Terms.

2.4 The Purchaser’s acceptance of these Trading Terms in relation to any contract for sale of the Products is signified by the making of an order for the Products where the Purchaser has previously received a copy of these Trading Terms, whether such copy was contained in an invoice in relation to any previous contract for sale of the Products or otherwise.

## 3. Price

3.1 Orders will be supplied at the price quoted by Crop Smart at the time of order; or if no price is quoted, at the price prevailing at the date of delivery.

## 4. Payment

4.1 Payment will be strictly cash on delivery unless credit terms are agreed in writing.

4.2 Credit terms will only be available, at Crop Smart’s absolute discretion, upon approval of a written application for this purpose. The written application will contain or annex such financial information and documents as Crop Smart may require. Crop Smart will treat this information in a confidential manner. As a condition of providing credit, Crop Smart may require the provision of personal guarantees or other forms of security.

4.3 If credit terms are approved, payment for Products must be made by the Purchaser and received by Crop Smart on or by the 30th day from the date of invoice, delivered in accordance with clause 6.

4.4 If any payment in respect of a contract for sale is not made in full within the agreed periods, Crop Smart is entitled to do any one or more of the following (without limiting its other legal rights):

- (a) rescind and terminate the contract for sale and any other contract for sale Crop subject of an order, or such part of the order, are delivered to the Purchaser.
- (b) refuse to make, or suspend, delivery of Products (whether or not ordered);
- (c) demand and receive immediate payment of any invoice in respect of a contract for sale whether payment is then due or not;
- (d) charge interest on the overdue amount at the interest rate of eighteen percent (18%) per annum until payment in full;
- (e) terminate or suspend any credit arrangements with the Purchaser; and
- (f) recover in full from the Purchaser all costs and expenses incurred by Crop Smart in enforcing its rights under these Trading Terms (including legal costs on a solicitor and own client basis).

4.5 All losses, expenses and costs, including legal fees on an indemnity basis, consequent upon the Purchaser’s failure to pay on the due date, are recoverable from the Purchaser by Crop Smart.

4.6 For security or other reasons, Crop Smart may from time to time request payment, and the Purchaser shall provide payment, in one or other form or partly in one form and partly in another.

## 5. Orders

5.1 Crop Smart shall be under no obligation to accept the whole or any part of any order, unless otherwise agreed.

5.2 An order constitutes an offer by the Purchaser to purchase the Products on and subject to these Trading Terms.

5.3 Acceptance of any order, or part of any order, occurs when the products the subject of an order, or such part of the order, are delivered to the purchaser.

5.4 If the Purchaser cancels an order, it must pay Crop Smart for any loss, damage or expense incurred by Crop Smart in relation to the supply or proposed supply of the Products.

5.5 That on acceptance of an order, Crop Smart will issue an invoice and advise the customer of estimated delivery times.

5.6 That for account customers, invoices will be payable within 30 days of delivery or by any other time advised on the invoice.

5.7 That delivery will be deemed to have occurred when Crops Smart advises that the products are available for collection from Crop Smart Warehouse.

5.8 That failure to collect the products will not affect the purchaser’s liability under the invoice.

5.9 Crop Smart reserves the right to register a purchase money security in the products as security pending payment.

5.10 Crop Smart may freely assign its rights and interests in the contract with the customer created on acceptance of the customers order.

## **6. Delivery**

6.1 Crop Smart will use its best endeavours to deliver the Products within the time agreed when the Products are ordered. However, delivery time is not guaranteed and might be delayed by circumstances beyond the reasonable control of Crop Smart (for example, industrial disputes, accidents, transport delays, default of sub-contractors etc.).

6.2 Due delivery shall be deemed to have been made on receipt by Crop Smart's warehouse or appointed carrier of an invoice or delivery note signed by an authorised representative of the Purchaser or carrier appointed by the Purchaser.

6.3 Crop Smart shall not be liable for any loss or damage, including consequential loss, suffered by the Purchaser arising from or related to any late delivery or failure to make delivery of an order whether in whole or in part.

6.4 The Purchaser's failure to take delivery of the Products shall not affect the Purchaser's liability to pay the price for the Products and delivery of the Products.

## **7. Personal Property Securities Act 2009**

7.1 The terms "Collateral", "Debtor", "Financing Charge Statement", "Financing Statement", "Grantor", "Proceeds", "Secured Party", "Security Agreement" and "Security Interest" have the meanings in the PPSA.

7.2 The Customer acknowledges and agrees that by accepting these terms and conditions which form part of the Contract and constitute a Security Agreement that covers the Collateral for the purposes of the PPSA;

7.2.1 Crop Smart holds (as Secured Party) a Security Interest over all of the present and after acquired goods supplied by Crop Smart to the Customer and any Proceeds of the sale of those goods ("Collateral");

7.2.2 That any purchase by the Customer on credit terms from Crop Smart or retention of title supply pursuant to clause 6 hereof will constitute a purchase money security interest as defined under Section 14 of the PPSA ("PMSI");

7.2.3 The PMSI granted herein will continue to apply to any goods coming into existence or proceeds of sale of goods coming into existence;

7.2.4 Crop Smart will continue to hold a security interest in the goods in accordance with and subject to the PPSA, notwithstanding that the goods may be processed, comingled or become an accession with other goods.

7.2.5 Any Crop Smart Security Interest will be continuing and subsisting interest in the Collateral with priority to the fullest extent permitted by law over all registered or unregistered Security Interest;

7.2.6 Until title in the goods pass to the Customer, it will keep all goods supplied by Crop Smart free and ensure all such goods are kept free of charge, lien or Security Interest and not otherwise deal with the goods in a way that will or may prejudice any rights of Crop Smart under the Contract or the PPSA; and

7.2.7 In addition to any other rights under these terms and conditions or otherwise arising, Crop Smart may exercise any and all remedies afforded to it as a Secured Party under Chapter 4 of the PPSA including, without limitation, entry into any building or premises owned, occupied or used by the Customer, to search for and seize, dispose of or retain those goods in respect to which the Customer has granted a Security Interest to Crop Smart.

7.3 The Customer acknowledges and undertakes to:

7.3.1 Sign any further documents and provide such information with Crop Smart may reasonably require registering, amending or updating a Financing Statement or Financing Change Statement in relation to a Security Interest on the PPS Register;

7.3.2 Indemnify and upon demand reimburse Crop Smart all expenses incurred in registering a Financing Change Statement on the PPS Register or releasing any Security Interests;

7.3.3 Not register or permit to be registered a Financing Change Statement in the Collateral without the prior written consent of Crop Smart; and 7.3.4 Provide Crop Smart not less than 7 days prior written notice of any proposed change in the Customer's name, address, contact numbers, business practice or such other change in the Customer's details registered on the PPS Register to enable Crop Smart to register a Financing Change Statement if required.

7.4 Crop Smart and the Customer agree that sections 96, 125 and 132(3) (d) and 132(4) of the PPSA do not apply to the Security Agreement created under this Contract.

7.5 The Customer hereby waives its rights as Grantor and or a Debtor under sections 142 and 143 of the PPSA.

7.6 Unless otherwise agreed in writing by Crop Smart, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA

7.7 The Customer shall unconditionally ratify any actions taken by Crop Smart under this clause 7.

7.8 This Clause 7 will survive the termination of this Contract to the extent permitted by law.

## **8. Warranties and Conditions**

8.1 All implied warranties and conditions are excluded to the maximum extent permitted by law.

8.2 To the maximum extent permitted by law, Crop Smart is not liable for:

- (a) any loss or damage to the Products resulting from any act or omission on the part of the Purchaser, or the employees, contractors or agents of the Purchaser;
- (b) any special, consequential, direct or indirect loss or damage incurred by the Purchaser.

8.3 Crop Smart's liability for breaches of express and implied conditions and warranties in relation to the Products are limited to, at Crop Smart's election, the replacement of the Product or the payment of the cost of replacement of the Product.

8.4 Subject to clause 8.3, Crop Smart shall bear no liability or responsibility for the manufacture of the Products, or for direct or indirect consequential damages in relation to the delivery or use of the products, whether or not Crop Smart provides any advices to the Purchaser in relation to the Products.

8.5 The Purchaser shall examine the Products after delivery and immediately inform Crop Smart of any alleged

defect in the Products. To the maximum extent permitted by law, Crop Smart shall have no liability to the Purchaser for any defect which visual examination would ordinarily reveal unless Crop Smart receives written notification within two (2) business days from the date of delivery.

#### **9. Rescission**

9.1 Crop Smart may, in addition to any other course of action available to it, elect to terminate or rescind any contract of sale by notice in writing to the Purchaser if the Purchaser:

- (a) is served with any proceedings under the Bankruptcy Act or the winding-up provisions of the corporation's law or similar legislation.
- (b) is insolvent or unable to pay its debts as and when they fall due;
- (c) is placed in liquidation, provisional liquidation, voluntary administration or if it or any of its assets are placed in receivership or under external management or control; or
- (d) commits a breach of these terms and fails to remedy such breach after being given seven (7) days written notice by Crop Smart to do so.

9.2 On termination or rescission, all invoices rendered by Crop Smart are payable immediately, without demand.

#### **10. Purchaser's Warranties**

10.1 The Purchaser warrants that:

- (a) the Purchaser is a party to a contract for sale of the Products as a principal in its own right. If the Purchaser acts as agent or trustee of a trust, it must inform Crop Smart in writing of the details of this relationship.
- (b) any financial information Crop Smart may require the Purchaser to give is true and accurate and the Purchaser will keep Crop Smart informed of any material adverse change.

#### **11. Severance**

11.1 Should any part of these Trading Terms and Conditions be held to be void or unlawful, these Trading Terms are to be read and enforced as if the void or unlawful provisions had been deleted.

#### **12. Governing law**

12.1 A contract for sale of the Products is to be governed and construed in accordance with the law in effect in South Australia.

12.2 The parties accept the non-exclusive jurisdiction of the Courts of South Australia in relation to any dispute between them.