CREDIT APPLICATION AND TERMS OF TRADING AGREEMENT SCHEDULE

ENTITY DETAILS

Type of Trading Entity: ☐ Sole Trader ☐ Partnership ☐ Company ☐ Other (please specify) _____

Legal Entity Name: _____ A.B.N.: _____

Trading as: _____ Incorporation Date: _____

Address of Registered Office: _____

Postal Address: _____

Trading Address: _____

Business Telephone: _____ Email: _____

Accounts Payable Contact Person: _____

Telephone: _____ Email: _____

Merchandise Contact Person: _____

Telephone: _____ Email: _____

NAME AND RESIDENTIAL ADDRESS FOR EACH PARTNER OR DIRECTOR ("RELEVANT PERSONS")

Name: Address:	Phone: Email:
Name: Address:	Phone: Email:

TRUST DETAILS (if relevant)

Name of Trust:	Date Trust Established:
Details of Trust Deed:	

BANK DETAILS

Bank:	Account No:	BSB/Branch:

TRADE REFERENCES (3 to be supplied): *MAJOR SUPPLIER ONLY – NO TRANSPORT/PETROL/FLEET ACCOUNTS*

Company	Contact Name	Phone	Email

FREIGHT COMPANY

LivestockIQ will arrange freight from our closest warehouse using your chosen freight carrier. Please advise your freight company's details below.

Freight Company:	Phone:
Other Delivery Instructions:	

CREDIT APPLICATION AND TERMS OF TRADING AGREEMENT

1. In these Terms of Trading:

1.1. ***Supplier*** means Beachport Corporation Pty Ltd ABN 60 118 358 482 trading as LivestockIQ;
1.2. ***Customer*** means the person or entity described in the Schedule;
1.3. ***Agreement*** means an agreement for the Supplier to sell and the Customer to buy Goods on the terms of these Terms of Trading (including any Schedule) and each accepted Order;
1.4. ***Goods*** means any goods supplied by the Supplier to the Customer (or ordered by the Customer and not yet supplied);
1.5. ***Order*** means any request by the Customer for the supply of Goods;
1.6. ***PPSA*** means the Personal Property Securities Act 2009 (Cth);
1.7. ***Purchase Money Security Interest***, ***Security Interest***, ***Proceeds*** and ***Verification Statement*** have the definitions given in the PPSA;
1.8. ***Schedule*** means the schedule attached to and forming part of this Agreement;
1.9. ***Terms of Trading*** means this Credit Application and Terms of Trading;
1.10. a reference to a person includes a corporation, and the singular includes the plural and vice versa; and
1.11. if there is more than one person comprising the Customer, they shall be jointly and severally bound by this Agreement.

2. Application and Orders

2.1. By signing and submitting these Terms of Trading to the Supplier, the Customer agrees to be bound by and to comply with these Terms of Trading and each Agreement.
2.2. The Supplier is not bound to accept an application for credit and becomes bound only when the Supplier agrees to provide credit to the Customer.
2.3. All Orders for Goods must be submitted by the Customer to the Supplier by email to the Supplier's head office, as advised from time to time.
2.4. An Agreement for the sale and purchase of Goods is created when the Supplier accepts an Order provided under clause 2.3. The Supplier is under no obligation to accept any Order.
2.5. The completion, expiration or termination of an Agreement for the sale and purchase of Goods does not affect the existence or enforceability of these Terms of Trading.

3. Customer Obligations and Warranties

3.1. The Customer hereby warrants that all information provided by the Customer to the Supplier (including information contained in the Schedule) is complete, accurate and not misleading.
3.2. The Customer acknowledges and agrees that the information contained in the Schedule is supplied for the purpose of obtaining credit.
3.3. The Customer warrants that the persons' signatures appearing on these Terms of Trading are duly authorised by the Customer to apply for credit and execute these Terms of Trading.
3.4. Where the Customer is the trustee of a Trust, the Customer warrants that the assets of the trust of which it is a trustee shall be available to meet payment of any accounts and the Customer enters into these Terms of Trading and any Agreement in its own capacity and as the trustee of the trust.
3.5. The Customer must provide the Supplier with at least 14 days' notice of any proposed change of control or change in the identity of its directors. In this clause, "change of control" means change in the ownership of more than 50% of the shares on issue in a Customer that is a company.

4. Price and Payment

In the event of the Supplier granting credit facilities to the Customer then the following payment terms apply:
4.1. the price for the Goods will be based on the Supplier's current pricing for the Goods as at the date of the Order, unless otherwise agreed in writing between the Supplier and the Customer;
4.2. the Supplier may vary the price for any Goods that are the subject of an Agreement, in order to reflect the costs incurred as a result of:
(a) the Customer varying its request for Goods;
(b) the correction of any errors or omissions; or
(c) the Customer requiring Goods on an urgent basis;
4.3. all accounts are to be settled in full within thirty (30) days from date of invoice;
4.4. if the Customer defaults in the payment of any monies due under these Terms of Trading or any Agreement, or the Customer defaults in any other obligation under these Terms of Trading or any Agreement, then:
(a) the Supplier is entitled without notice to cancel or suspend the extension of credit to the Customer and is not required to sell any Goods to the Customer other than on a cash before delivery basis;
(b) all monies due to the Supplier shall immediately become due and payable; and
(c) the Supplier shall be entitled to charge interest on all amounts not paid by the due date for payment and the Customer undertakes to pay any interest so charged. Such interest shall be calculated on a daily basis from the due date for payment until the date the Supplier receives payment at the rate of 2% per annum above the ANZ Bank Business Reference rate;
4.5. any expenses, costs or disbursements incurred by the Supplier in recovering any outstanding monies including debt collection agency fees and solicitor's costs shall be paid by the Customer (on a full indemnity basis); and
4.6. the Supplier shall be entitled at any stage during the continuance of these Terms of Trading to request such security or additional security as the Supplier shall in its discretion think fit and shall be entitled to withhold supply of any goods or credit arrangements until such security or additional security shall be obtained or for any other reason at the Supplier's discretion.

5. Delivery

5.1. Delivery of the Goods is deemed to occur when the Goods are loaded on the delivery vehicle at the Supplier's warehouse for delivery to the Customer, even if freight is arranged by the Supplier.
5.2. Until the Supplier notifies the Customer of a different process for delivery of the Goods, the Supplier will effect delivery in accordance with the following procedures:
(a) the Goods will be dispatched from the warehouse nearest to the Customer;
(b) the Customer is responsible for notifying the Supplier of its preferred freight carrier;
(c) the Customer pays the cost of delivery; and
(d) the Supplier will endeavour to dispatch the Goods from its warehouse within 48 hours of accepting an

Order. However, the Supplier is not liable to the Customer for any delay in delivering the Goods.

5.3. The Supplier may vary its delivery processes at any time. A variation of those processes is not an amendment to these Terms of Trading.

5.4. The Supplier is not liable for any failure by it to deliver the Goods, whether within any particular timeframe or at all, where the Supplier is prevented from delivering for reasons beyond its reasonable control (including due to weather, natural disasters or industrial disputes and strikes). The Supplier will reimburse any amount paid for the Goods which cannot be delivered.

6. Privacy and Credit Reporting

6.1. The Supplier will take care to ensure that it complies with all privacy obligations imposed on the Supplier so that the Customer's personal information is protected. The Customer may request a copy of the Supplier's privacy policy, or may access it at www.livestockiq.com.au.

6.2. The Customer acknowledges and agrees that the Supplier may use personal information collected from the Customer for direct marketing purposes (including but not limited to providing information about the Supplier's related products and services). If the Customer does not wish to receive direct marketing material from the Supplier, the Customer can opt out by contacting the Supplier by email at admin@livestockiq.com.au.

6.3. The Customer acknowledges that, where permitted by the Privacy Act 1988 (Cth), the Supplier may obtain credit information from a credit reporting body for the purposes of assessing any application for credit.

6.4. The Customer understands that, if and while the Supplier is a member of a recognised external dispute resolution scheme, the Supplier is entitled to give to a credit reporting body certain personal information about the Customer. The information, which may be given to a credit reporting body includes:

(a) identification information about the Customer;
(b) the fact that the Customer has applied for credit and the amount;
(c) the fact that the Supplier is a credit provider to the Customer;
(d) consumer credit liability information about the Customer;
(e) repayment history information about the Customer if the recipient is a credit provider;
(f) default information about the Customer if:
  (i) the Customer is at least 60 days overdue; and
  (ii) the Supplier has given a written notice to the Customer informing the Customer of the overdue payment and requesting that the Customer pay the amount of the overdue payment, and 14 days has passed since the giving of that notice; and
  (iii) the Supplier is not prevented by a statute of limitations from recovering the amount of the overdue payment; and
  (iv) the amount of the overdue payment is equal to or more than $150.00 or such higher amount prescribed by the Regulations.
(g) payment information about the Customer;
(h) new arrangement information about the Customer;
(i) personal insolvency information about the Customer; and
(j) publicly available information about the Customer:
  (i) that relates to the Customer's activities in Australia or the external territories and the Customer's credit worthiness; and
  (ii) that is not court proceedings information about the Customer or information about the Customer that is entered or recorded on the National Personal Insolvency Index; or
  (iii) the opinion of a credit provider that the individual has committed, in circumstances specified by the provider, a serious credit infringement in relation to consumer credit provided by the provider to the individual.

6.5. To enable the Supplier to assess the Customer application for commercial or personal credit, the Customer authorises the Supplier:

(a) if asked to provide commercial credit, to obtain from a credit reporting body credit reporting information relating to the Customer;
(b) if asked, to provide personal credit, to use credit reporting information about the commercial creditworthiness of a person; and
(c) to contact the trade references listed in the Schedule as part of its consideration of the application for credit.

6.6. The Customer authorises the Supplier to give to and receive from a credit provider named in the Schedule or that may be named in a credit report issued by a credit reporting body, information in the Supplier's possession or the other credit provider's possession about the Customer's creditworthiness, credit standing, credit history and credit capacity. The Customer understands the information may be used to:

(a) assess an application for credit by the Customer;
(b) assist the Supplier in avoiding default on the Customer's credit obligations; or
(c) notify other credit providers or credit reporting bodies with an Australian link of any serious credit infringements by the Customer.

7. Title and Risk

7.1. Until the Supplier receives payment in full for all amounts owing, the Supplier reserves the following rights:

(a) the legal and equitable ownership of the Goods;
(b) the right to enter upon the Customer's premises and retake possession of the Goods;
(c) the right to keep or resell any Goods repossessed under clause 7.1(b); and
(d) any other rights the Supplier may have under the PPSA or the general law.

7.2. Risk in the goods passes from the Supplier to the Customer upon the Customer taking possession of the goods. The Customer must have insurance in place which covers the goods from loss or damage from the time risk in the goods passes to the Customer.

8. Security

8.1. Until the Supplier receives payment in full for all amounts owing, the Customer acknowledges and agrees that the Supplier has a Purchase Money Security Interest which attaches over the Goods and their Proceeds and a Security Interest which attaches over the goods and their proceeds in relation to other amounts owed by the Customer to the Supplier.

8.2. The Customer undertakes to do anything (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) which the Supplier asks and considers necessary for the purposes of:

(a) ensuring that a Purchase Money Security Interest and/or Security Interest is enforceable, perfected and otherwise effective;
(b) enabling the Supplier to apply for any registration, or give any notification, in connection with a

Purchase Money Security Interest and/or Security Interest created under this agreement so that the Purchase Money Security Interest and/or Security Interest has the priority required by the Supplier; or

(c) enabling the Supplier to exercise its rights in connection with the Purchase Money Security Interest and/or Security Interest.

8.3. To the extent permitted by law, the Customer irrevocably waives its right to:

(a) receive notices or statements under sections 95, 121(4), 125, 130, 132(3)(d), 132(4) and 135 of the PPSA;
(b) redeem the Goods under section 142 of the PPSA;
(c) reinstate the agreement under section 143 of the PPSA;
(d) receive a Verification Statement.

8.4. Until title in the Goods passes to the Customer, and without prejudice to the Supplier's rights under the PPSA:

(a) the Customer may use the Goods in other products or items on condition that the products or items (Products) will be the Supplier's property as a security for full payment for the Goods;
(b) until the Customer uses or sells the Goods or Products, the Customer must store the Goods separately so that they are clearly identifiable as the Supplier's property;
(c) the Customer may fix the Goods or Products into the articles of any other person on condition that the resulting item is owned in common by the Supplier and that other person;
(d) the Customer may sell the Goods or the Products in the ordinary course of its business on the following conditions:
    (i) the Customer makes the sale as agent and bailee of the Supplier;
    (ii) any proceeds of sale received by the Customer are held by the Customer on trust for the Supplier to the extent that the proceeds of sale relate to the Goods which are incorporated into the products or items;
    (iii) the Customer must keep the Supplier's portion of the proceeds of sale separately and so that they are clearly identifiable as the Supplier's;
    (iv) if the Customer has not received the proceeds of sale, it will, if the Supplier requires, transfer to the Supplier the rights in respect of the sale price.

8.5. Nothing in this clause 8 prevents the Supplier from taking collection or legal action against the Customer to recover any amounts outstanding from time to time.

9. Warranties and Liability

9.1. The Supplier is not liable for any guarantee, warranty or representation as to the quality and fitness for purpose or otherwise of the Goods unless they apply by mandatory operation of the law or are otherwise expressed in writing and signed on behalf of the Supplier and any such warranty or representation will be limited to its express terms.

9.2. To the maximum extent permitted by law, any implied terms, conditions, representations or warranties as to the fitness, quality, suitability for purpose or condition of the Goods or any supply of the Goods are excluded. Where any non-excludable or non-modifiable term, condition, guarantee or warranty is implied into an Agreement by law (including the Australian Consumer Law being Schedule 2 of the Competition and Consumer Act 2010 (Cth) (Act)), then these Terms of Trading will be deemed to include the same.

9.3. The Supplier's aggregate Liability to the Customer for Claims arising from or connected in any way with a supply of Goods or services will be limited to a maximum amount equal to the lesser of the total amount the Customer has paid to the Supplier for the Goods to which the Claim relates or the amount paid by the Customer over a period of 12 months expiring on the date the Supplier first received notice of the Claim. In no circumstance will the amount of the Supplier's liability to the Customer exceed the amount stated in the applicable insurance policy (if any) held by the Supplier for that type of Claim.

9.4. The Supplier will have no Liability to the Customer if the Customer suffers or incurs a Liability due to:

(a) the provision of false, misleading or incomplete information to the Supplier;
(b) acts or omissions of any person other than the Supplier;
(c) storage of the Goods by the Customer or any contractor or agent of the Customer other than in accordance with the Supplier's instructions; or
(d) any use of the Goods that is not in accordance with any written specification published by the Supplier.

9.5. The Supplier is not liable in any event for any indirect or consequential loss or damage, including loss of profits or loss of production.

10. Indemnity and Costs

10.1. The Customer indemnifies the Supplier against any Liability (including legal fees on an indemnity basis) which the Supplier may incur arising out of:

(a) any breach by the Customer of these Terms of Trading or any Agreement or any tort (including negligence) or wrongful act or omission by the Customer; or
(b) any Claim by a third party arising out of or in connection with the Goods or this agreement.

10.2. The Customer must pay the Supplier all its costs (on a full indemnity basis) incurred in the recovery of monies owing by the Customer or in otherwise enforcing the Supplier rights against the Customer under this Agreement.

11. Confidentiality

11.1. Each party must maintain the confidentiality of the other party's information and must not disclose any information received in confidence from the other party, except where required to do so by law.

12. General

12.1. If any term or condition of these Terms of Trading or an Agreement becomes for any reason wholly or partly invalid that term or condition shall to the extent of the invalidity be severed without prejudice to the continuing force and validity of the remaining terms and conditions of these Terms of Trading or an Agreement.

12.2. The laws of South Australia govern these terms and conditions and any legal action relating to them shall be brought in the South Australian Courts.

Applicant Signing: The Customer acknowledges and agrees to the terms of the Agreement outlined herein. I/we undertake to pay all accounts on the due date and acknowledge that if the account becomes overdue, it may be suspended until brought within the trading terms. Signed as an Agreement:

Authorised Signature: _____ **Date:** _____

Name of Signatory: _____ **Position of Signatory:** _____

GUARANTEE TERMS

The Relevant Persons guarantee to the Supplier the performance on time of the Customer's obligations under all Agreements (**Obligations**). The Relevant Persons indemnify the Supplier from all loss and damage which arises because the Customer fails to perform any Obligations. Each Relevant Person is a primary debtor of the Supplier jointly and severally with the Customer. The Supplier may immediately make demand on the Relevant Person (or any one or more of them) without first making a demand on the Customer. A Relevant Person's liability is not affected by (a) any laws relating to sureties, (b) the insolvency or bankruptcy of the Customer or any Relevant Person and/or the death of any Relevant Person. In this deed (a) singular includes plural and vice versa, (b) **Agreement** means each contract (present or future) under which the Supplier agrees to supply goods and/or services to the Customer in accordance with this Agreement, (c) **Application** means the "Credit Application and Terms of Trading Agreement" in which this deed is included, (d) **Customer** means the company or person making the Application, and (e) **Relevant Person** means each person who signs this deed (if more than one, each of them jointly and severally). Each Relevant Person agrees to these Terms of Trading.

Signed as deed

Print Name: _____	**Print Name:** _____	**Print Name:** _____
Signature: _____	**Signature:** _____	**Signature:** _____
Date: / /	**Date:** / /	**Date:** / /