

Credit Application



Lactalis Australia Pty Ltd
ABN 56 072 928 879

- | | | | | |
|--|---|---|---|--|
| <input type="checkbox"/> Queensland/Export
Lactalis Australia Pty Ltd
PO Box 3012
South Brisbane QLD 4101
Ph 1800 000 257
Fax 07 3056 3111 | <input type="checkbox"/> New South Wales
Lactalis Australia Pty Ltd
PO Box 375
Lidcombe NSW 1825
Ph 02 9364 1000
Fax 02 9012 0894 | <input type="checkbox"/> South Australia/NT
Lactalis Australia Pty Ltd
PO Box 42
Edwardstown SA 5039
Ph 08 8292 7777
Fax 08 8371 2113 | <input type="checkbox"/> Victoria
Ground Floor,
PO Box 1391
Mountain Gate VIC 3156
Ph 1800 000 257
Fax 03 9015 6582 | <input type="checkbox"/> Western Australia
Lactalis Australia Pty Ltd
as agent for Harvey Fresh (1994) Ltd
1318 Hay Street,
West Perth WA 6005
Ph 08 9321 9100
Fax 08 9481 6627 |
|--|---|---|---|--|

THE APPLICANT

Date of Application: _____

Entity Type: ☐ Registered Company ☐ Partnership ☐ Sole Trader

Name: _____ ACN: _____

Name: _____ ABN: _____

Full Trading Name: _____

Registered Office Address: _____ Post Code: _____

Full Trading Address: _____ Post Code: _____

Site Phone Number: _____ Site Fax Number: _____

Email for Invoicing: _____ Email for Statement: _____

Accounts Contact: _____ Phone Number: _____

Mobile: _____ Fax Number: _____

Full Name and Private Address of Directors/Proprietors/Owners:

1. Full Name: _____ Address: _____ Postcode: _____

Phone: _____ Mobile: _____ DOB: _____ Licence No.: _____

2. Full Name: _____ Address: _____ Postcode: _____

Phone: _____ Mobile: _____ DOB: _____ Licence No.: _____

3. Full Name: _____ Address: _____ Postcode: _____

Phone: _____ Mobile: _____ DOB: _____ Licence No.: _____

4. Full Name: _____ Address: _____ Postcode: _____

Phone: _____ Mobile: _____ DOB: _____ Licence No.: _____

PRIVACY AUTHORITY AND ACCEPTANCE OF TERMS AND CONDITIONS OF BUSINESS

Lactalis is bound by the Australian Privacy Principles and Part IIIA under the Privacy Act 1988. A copy of Lactalis' Privacy Policy is available on its website at www.lactalis.com.au/privacy.

PRIVACY NOTICE

Collection of your personal information – We collect personal information about you so that we can administer our dealings with you, provide you with services and deal with any requests you may have, including in assessing this Application and establishing and operating a credit account as a result. If we do not collect your personal information, we may be unable to deal with your request or provide you with services and benefits, including a credit account.

Use of your personal information – We will use your personal information for the purpose of determining whether to provide you with a credit account, or whether to accept you as a guarantor, as well as to provide you with products and benefits, accept and process payments from you, notify other credit providers of your defaults, exchange information about your credit status where you are in default with another credit provider, assessing your creditworthiness, collecting overdue payments, managing credit, assisting you to avoid default on your credit obligations and taking action in the event of fraud or other serious credit infringement.

Disclosure of your personal information – We may disclose your personal information to third parties, such as our franchisees and related companies, IT providers who run our IT services, payment processors who process payments, marketing providers who provide marketing and public relations services, debt collection agencies, competition organisers, social media marketers and other organisations. We may send your personal information offshore to our parent company in Europe.

Our Privacy Policy – Our Privacy Policy sets out our approach to the management of personal and sensitive information. Subject to the Privacy Act 1998 (Cth), you can have access to and seek correction of your personal and sensitive information. Our Privacy Policy contains information about how you can do this. Our Privacy Policy also contains information about how you can make a complaint about a breach of privacy and how that complaint will be handled.

Direct Marketing – By submitting this form, you consent to us using your personal information to let you know about products and services that we think may be of interest to you, via direct marketing through electronic and other means. However, you may opt out of receiving marketing information at any time by using the contact details provided above. For more information, see our Privacy Policy.

Credit and credit reporting bodies

We may exchange your personal information, including information provided by or derived from information provided by a credit reporting body (CRB), with CRBs and other credit providers to assess an application for credit, assess whether to accept you as a guarantor, collect overdue payments, manage credit, and take action in the event of fraud or other serious credit infringement. We may obtain a consumer credit report about you from a CRB to assess an application for, or collect overdue payments of, commercial credit. The CRBs we use include Equifax, whose privacy policy and contact details are at www.equifax.com.au/privacy. We may also disclose personal information about you to a credit reporting body, including identity particulars (including full name, including any known aliases, sex, date of birth, a current or last known address and two immediately previous addresses, name of current or last known employer; and driver's licence number), information about credit you have applied for or received from us, advice that payments are no longer overdue, the fact that you have committed fraud or other serious credit infringement, or whether you have made past payments on time.

CRBs may include the information we disclose to them in reports provided to other credit providers to assist them to assess your credit worthiness. CRBs may also use your personal information to assist a credit provider to direct market to you by establishing your eligibility against certain criteria in a process called "pre-screening". If you do not want the CRBs we use to use your information for this purpose, you may request they exclude you by contacting them using the details above. Finally, you may also request that a CRB not use or disclose information they hold about you in circumstances where you reasonably believe that you have been or are likely to be a victim of fraud (including identity fraud). You can also make such a request by contacting the CRBs using the details above.

By signing below you confirm:

- You have read the above Privacy Notice and agree to the ways in which Lactalis has specified that it will collect, use, disclose and otherwise handle your personal information;
- That you consent to Lactalis obtaining a consumer credit report about you from a credit reporting body to assess an application for, or collect overdue payments of, commercial credit.
- The accuracy of the information provided by you in this Application;
- That you have read the Terms and Conditions of Business on page 4 of this Application and agree that all goods purchased from Lactalis are purchased subject to such Terms and Conditions; and
- that the goods are not purchased by from Lactalis for personal, domestic or household purposes and are purchased solely for business purposes and resupply.

NAMES AND SIGNATURES (all Parties must sign)

Name: _____ Title: _____ Signature: _____

Name: _____ Title: _____ Signature: _____

Name: _____ Title: _____ Signature: _____

Name: _____ Title: _____ Signature: _____

GUARANTEE AND INDEMNITY

In consideration of Lactalis Australia Pty Ltd (ABN 56 072 928 879), its successors and/or assigns ("the CREDITOR") agreeing from the date hereof to supply goods and/or services on credit to the APPLICANT, I,

1. Name: _____ of _____

2. Name: _____ of _____

3. Name: _____ of _____

4. Name: _____ of _____

HEREBY JOINTLY AND SEVERALLY GUARANTEE, AND AGREE TO BE RESPONSIBLE for the punctual payment of all monies owing to the CREDITOR and compliance with all obligations (including but not limited to the obligations set out in the Terms and Conditions) which the APPLICANT owes now or may in the future owe to the CREDITOR for all goods and services that the CREDITOR may hereafter from time to time supply to the APPLICANT on any account whatsoever, subject to the following provisions:

- I will indemnify the CREDITOR against any losses, costs, charges, expenses and/or damages of any nature, arising from any past, present and/or future dealing which it might incur as a result of any default by the APPLICANT or arising under this Guarantee.
- This GUARANTEE is a continuing security and will not be affected and shall remain enforceable notwithstanding:
 - any failure of me to sign this GUARANTEE properly;
 - the APPLICANT incurring any obligations to the Creditor without the knowledge or consent of me;
 - any monies being unrecoverable by the CREDITOR from the APPLICANT for any reason at all;
 - the CREDITOR not complying with any agreement with the APPLICANT;
 - the CREDITOR failing to take any step to perfect, protect or enforce any right it may have, or granting any extension of time, release or other indulgence to the APPLICANT or to me;
 - any change in status, ownership or membership of the APPLICANT or of any of the GUARANTORS;
 - the death, incapacity, administration, bankruptcy, liquidation, receivership or insolvency of the APPLICANT or of one or more of the GUARANTORS;
 - that I cease to be a director of, or to have any relationship with the APPLICANT or there is a change in status or structure of the APPLICANT;
 - any variations to the terms of the credit provided by the CREDITOR to the APPLICANT (even if this increases my liability under this GUARANTEE);
 - the CREDITOR refusing further credit to the APPLICANT; or
 - the release of any of the GUARANTORS or if this GUARANTEE is unenforceable against any one or more of the GUARANTORS.
- I warrant, where the APPLICANT is a trust, that the APPLICANT has full authority as trustee to enter into agreements for the supply to it of goods or services, or both, on credit.
- I irrevocably consent to service of any notices and/or court documents relating to this GUARANTEE by:
 - posting it to or leaving it at my address as set out below; or
 - posting it to or leaving it at another address as advised in writing by me to the CREDITOR at any time.
- I confirm that I have read the Privacy Authority as detailed in the Application and I agree to be bound by its terms.
- I agree that any payment made to the CREDITOR and later avoided by the application of any statutory provisions shall be deemed not to discharge my liability hereunder and in any such event, the CREDITOR is to be restored the rights it would have had if the payment had not been made.
- I agree that the CREDITOR may apply any payment it receives in reduction of any indebtedness of the APPLICANT in such manner and amount as the Creditor may decide irrespective of the age of the debt.
- I/We hereby charge and grant a security interest in all my/our right, title and interest (whether existing or future) in any property of any nature whatsoever ("Property") to secure the payment of any money that I/we become liable to pay to the CREDITOR ("Charge"). To give further effect to the Charge I / we will deliver to the CREDITOR within seven days of a written request by the CREDITOR, an executed mortgage over any Property in registrable form that incorporates the CREDITOR'S standard covenants as prepared by the CREDITOR'S solicitors. I/we irrevocably appoint the CREDITOR and any solicitor nominated by the CREDITOR severally as my/our attorney to execute, obtain and/or register a mortgage, caveat or other instrument or thing to support the Charge in respect of the Property. If the Charge created by this clause is or becomes void or unenforceable, it may be severed from this GUARANTEE without any effect on its validity and I will not be exonerated from this GUARANTEE in whole or part. Nor will the CREDITOR's rights, remedies or recourse against me in any way be prejudiced or adversely affected by such severance.

9. This GUARANTEE may be withdrawn by the GUARANTOR (or in the case of my death, by my legal representative) only upon the expiry of thirty (30) days from the day on which written notice of withdrawal is actually received by the CREDITOR's National Credit Manager (c/- 5/35 Boundary Street, South Brisbane, Qld, 4101) but will continue in force in respect of the liability incurred up to the time the withdrawal takes effect. In the event that the Guarantor gives written notice of its intention to withdraw the Guarantee or withdraws the Guarantee then the Customer agrees to provide a replacement guarantee from another guarantor to Lactalis in the same terms as the existing Guarantee subject to the reasonable satisfaction of Lactalis as to the identity and strength of covenant of the new guarantor. Where a replacement guarantee is not provided within 14 days of request by Lactalis, then Lactalis may at its discretion, take any of the actions set out in clauses 17(b), 17(c) and/or 17(d) of the Terms and Conditions or may terminate the trading arrangements between Lactalis and the Customer.
10. If any provision of this GUARANTEE is unenforceable, the provision will be ineffective to the extent of the unenforceability, but will not invalidate the remainder of the GUARANTEE which will continue to have full force and effect.
11. I submit to the jurisdiction of the Courts of the State of Queensland.
12. Subject to the provisions of this GUARANTEE, this GUARANTEE and the Terms and Conditions constitute the sole and entire agreement between the parties and any representation, warranty, guarantee or other term of any nature not contained in this GUARANTEE shall have no force or effect.
13. I confirm that I understand the nature and effect of this GUARANTEE and that I have had the opportunity of obtaining independent legal advice before signing this GUARANTEE.
14. In this GUARANTEE:
- (a) 'APPLICANT' means the applicant named on page 2 of this Application and any related entity to the applicant as defined in the Corporations Act 2001.
 - (b) 'Application' shall mean this Credit Account.
 - (c) 'GUARANTEE' means this Guarantee and Indemnity.
 - (d) 'GUARANTOR' means the person(s) identified below as 'guarantor' and if more than one jointly and severally and in any event (to the extent applicable) the joint and several successors and/or assigns of each.
 - (e) 'Person' is defined to include but is not limited to an individual, company, trust, partnership or incorporated association.
 - (f) 'Privacy Authority' shall mean the terms contained in the Privacy Authority on page 2 of this Application.
 - (g) 'Terms and Conditions' shall mean the Terms and Conditions contained on page 4 of this Application.
 - (h) Singular words include the plural and vice versa.
- OTHER MATTERS
15. The Guarantor and Lactalis agree that they contract out of the following provisions under the Personal Property Securities Act 2009 (PPSA) in relation to the goods and that the following provisions under the PPSA will not apply to this agreement – Section 95, 96, 125, 128, 129, 130, 132 (3) (d), 132 (4), 134 (1), 135, 142 and 143.
16. Subject to Section 275 (7) of PPSA, the Guarantor and Lactalis agree that neither Lactalis nor the Guarantor will disclose information of the kind mentioned in Section 275 (1) PPSA.

ALL GUARANTORS AND INDEPENDENT WITNESSES (Not Spouses or Family members) INDIVIDUALLY SIGN BELOW.

<p>SIGNED, SEALED AND DELIVERED by GUARANTOR 1:</p> <p style="text-align: right; margin-right: 100px;"><i>in the presence of</i></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____ Signature of Guarantor</p> <p>_____ Print Name of Guarantor</p> <p>_____ Date</p> </div> <div style="width: 45%;"> <p>_____ Signature of Witness</p> <p>_____ Print Name of Witness</p> </div> </div>	<p>SIGNED, SEALED AND DELIVERED by GUARANTOR 2:</p> <p style="text-align: right; margin-right: 100px;"><i>in the presence of</i></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____ Signature of Guarantor</p> <p>_____ Print Name of Guarantor</p> <p>_____ Date</p> </div> <div style="width: 45%;"> <p>_____ Signature of Witness</p> <p>_____ Print Name of Witness</p> </div> </div>
<p>SIGNED, SEALED AND DELIVERED by GUARANTOR 3:</p> <p style="text-align: right; margin-right: 100px;"><i>in the presence of</i></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____ Signature of Guarantor</p> <p>_____ Print Name of Guarantor</p> <p>_____ Date</p> </div> <div style="width: 45%;"> <p>_____ Signature of Witness</p> <p>_____ Print Name of Witness</p> </div> </div>	<p>SIGNED, SEALED AND DELIVERED by GUARANTOR 4:</p> <p style="text-align: right; margin-right: 100px;"><i>in the presence of</i></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____ Signature of Guarantor</p> <p>_____ Print Name of Guarantor</p> <p>_____ Date</p> </div> <div style="width: 45%;"> <p>_____ Signature of Witness</p> <p>_____ Print Name of Witness</p> </div> </div>

WARNING: THIS IS AN IMPORTANT DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT, YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE.

OFFICE USE ONLY

☐ Approved ☐ Declined Name: _____ Signature: _____ Date: _____

Account Number: _____ Approved Terms: _____

Comments: _____

TERMS AND CONDITIONS OF BUSINESS

DEFINITIONS

1. In these Terms and Conditions

Supply Agreement means any agreement made between Lactalis and the Customer which governs the purchase and/or distribution of Lactalis products by the Customer other than these Terms and Conditions or any terms and conditions of the Customer; Lactalis means Lactalis Australia Pty Ltd ABN 56 072 928 879, its successors and/or assigns; Customer means the legal entity or entities named in the Lactalis Application for Credit Account as applying to trade with Lactalis on a commercial credit basis;

Terms and Conditions mean these Terms and Conditions of Business as well as any letter of acceptance sent by Lactalis to the Customer accepting an application for credit.

2. These Terms and Conditions supersede any previous Lactalis Credit Application signed by the Customer, but do not affect the validity of any previous guarantee.
3. The sale of all goods and services by Lactalis is made upon these Terms and Conditions. Except as regards clauses 10 to 18, if there is any inconsistency between these Terms and Condition and any terms and conditions contained in the following documents, the documents will prevail in descending order of precedence:-
- (a) Franchise Agreement;
 - (b) Supply Agreement;
 - (c) Terms and Conditions;
 - (d) Terms and conditions of the Customer.

This order of precedence will apply notwithstanding the order in which the documents are signed. Notwithstanding the above, to the extent of any inconsistency between clauses 10 to 18 of this Agreement, and any other document, including those specified above, clauses 10 to 18 of this Agreement will prevail unless any Supply or Franchise Agreement specifically provides otherwise.

4. Where any conflict occurs between the provisions contained in this document and one or more of the documents mentioned in clause 3, the document lower in the order of precedence (without prejudice to the above-described status of clauses 10 to 18) shall, where possible, be read down to resolve such conflict. If the conflict remains incapable of resolution by so reading down, the conflicting provisions shall be severed from the document lower in the order of precedence without otherwise diminishing the enforceability of the remaining provisions of that document.
5. By taking delivery of goods supplied by Lactalis the Customer affirms that these Terms and Conditions are the Terms and Conditions on which the Customer has agreed to purchase from Lactalis. All purchases of goods from Lactalis are deemed to have been made by the legal entity which is designated as the Customer on the credit application well as its successors and assigns, and that Customer contracts with Lactalis both in its individual capacity and as trustee for any trust.
6. If the Customer is at any time acting in the capacity of trustee of any trust ("the Trust") then whether or not Lactalis may have notice of the Trust, the Customer covenants with Lactalis that these Terms and Conditions extend to all rights of indemnity which the Customer has against the Trust, the Customer has the power and authority to enter into these Terms and Conditions and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust and the Customer will not release that right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity.
7. Lactalis may change these Terms and Conditions at any time by notice in writing to the Customer. At least twenty-one days notice of such change shall be given.
8. The Customer must notify any proposed change of ownership of the Customer's business in writing to Lactalis at least twenty-one days prior to such change. The Customer will remain liable for all purchases of goods and services from Lactalis made in the name of the business until 21 days after the notice of change of ownership of the Customer's business has been given to Lactalis by written notice addressed to Lactalis' National Credit Manager at PO Box 3012 South Brisbane Qld 4101.
9. Unless otherwise specified by Lactalis, Lactalis may terminate the trading arrangements between Lactalis and the Customer at any time, by notice in writing. If such notice is given any monies owing by the Customer to Lactalis will become immediately due and payable and any guarantees given are not revoked until all outstanding indebtedness is paid in full.

RESERVATION OF TITLE AND PASSING OF RISK

10. The Customer acknowledges that the title of goods delivered by Lactalis to the Customer ("the goods") is only transferred to the Customer once all sums owing to Lactalis on any account whatsoever have been paid. Until all such sums have been paid, Lactalis has the right to call for or recover the goods (for which purpose Lactalis employees or agents may enter the Customer's premises) and the Customer is obliged to deliver up the goods if so directed by Lactalis.
11. The Customer agrees to keep the goods and any proceeds of sale of the goods in a fiduciary capacity for Lactalis until such time as title is transferred to the Customer.
12. Notwithstanding the foregoing, the Customer may sell the goods to a third party in the ordinary course of business.
13. Notwithstanding the previous three provisions the Customer accepts all risk of loss and damage to the goods, whether caused by the Customer or not, following delivery or dispatch of the goods to the Customer.

PAYMENT

14. Subject to the performance by the Customer of all its obligations under these Terms and Conditions, and of any of its obligations under any Supply Agreement with Lactalis, Lactalis agrees to supply goods and/or services to the Customer on a credit basis within any credit terms approved by Lactalis from time to time.
15. Lactalis shall have the sole right and discretion to establish credit limits for the Customer, and any such credit limits may be modified or terminated without notice in whole or in part by Lactalis from time to time in its sole and unilateral discretion with respect to all orders not accepted as of the date of such modification or termination. Any modifications or terminations of previously established credit limits for the Customer shall be applicable to all orders accepted by Lactalis on or after the date of such modification or termination and until such time as further modifications may be effected.
16. The Customer agrees to make all payments within the date specified by any invoice or statement of account supplied to it by Lactalis. All payments are to be made to Lactalis at its office in South Brisbane, Qld. Lactalis may apply any payment it receives in reduction of any indebtedness of the Applicant in such manner and amount as Lactalis may decide irrespective of the age of the debt.
17. If the Customer fails to comply with clause 16, without prejudice to the other rights of Lactalis:
- (a) the Customer will, if so required by Lactalis, pay interest at the Commonwealth Bank overdraft rate (or its successor) as published from time to time per month compounded on any amount overdue, such interest being computed from the date of supply of the subject goods or services;
 - (b) Lactalis may thereafter require the Customer to pay in cash on delivery for any further orders placed by the Customer for goods or services;
 - (c) Lactalis may refuse to accept orders from and stop deliveries to the Customer;
 - (d) Lactalis may require the immediate payment of all monies then owing by the Customer to Lactalis; and
 - (e) Lactalis may take such action as it deems appropriate for the recovery of all monies owing by the Customer to Lactalis, including Lactalis legal costs on a solicitor client basis and any costs involved in recovering the outstanding monies including debt collection costs.
18. The Customer hereby charges and grants a security interest in all its, his or her or their right, title and interest (whether existing or future) in any property of any nature whatsoever ("Property") to secure the payment of any money that the Customer becomes liable to pay to Lactalis ("Charge"). To give further effect to the Charge the Customer will deliver to Lactalis within seven days of a written request by Lactalis, an executed mortgage over any Property in registrable form that incorporates Lactalis' standard covenants as prepared by Lactalis' solicitors. The Customer irrevocably appoints Lactalis and any solicitor nominated by Lactalis severally as the Customer's attorney to execute, obtain and/or register a mortgage, caveat or other instrument or thing to support the Charge in respect of the Property. If the Charge created by this clause is or becomes void or unenforceable, it may be severed from these Terms and Conditions without any effect on their validity and the Customer will not be exonerated from complying with these Terms and Conditions in whole or in part. Nor will Lactalis' rights, remedies or recourse against the Customer in any way be prejudiced or adversely affected by such severance.

DELIVERY AND ACCEPTANCE

19. The Customer agrees to accept delivery by instalments if required to do so by Lactalis.
20. If a delivery date is specified by the Customer, Lactalis will in no circumstances be liable for any loss or damage of any kind whatsoever suffered or incurred by the Customer as a consequence of part, or late delivery. Any delay in delivery will not constitute grounds for cancellation of the subject order or any other order by the Customer.

CLAIMS AND ALLOWANCES

21. This clause is subject to any rights of the Customer at law that cannot be excluded, restricted or modified by Lactalis. Any Customer claims for credit for faulty stock or service, over-charges, or any similar claims must be received in writing by Lactalis within five days of the date of supply or the Customer will be considered to have waived any right to claim against Lactalis in respect of the relevant goods and/or services. It is the Customer's responsibility to ensure that goods and/or services are checked at the time of delivery. Faulty goods and/or services must be sighted by a Lactalis employee if credit is claimed for such goods and/or services. Notification within five days does not necessarily entitle the Customer to a credit in respect of those goods and/or services. Late claims may be credited at Lactalis' absolute discretion.

WARRANTIES

22. All goods and services supplied by Lactalis are subject to such warranties, conditions, rights and remedies (if any) which are conferred on the Customer by any applicable legislation and which are incapable of exclusion, restriction or modification, but otherwise all conditions and warranties in relation to the goods and services supplied by Lactalis are expressly negated. If the Customer has the benefit of any statutory warranties or conditions of the kinds aforesaid or any such rights or remedies then to the extent that the law allows, the liability of Lactalis for breach thereof is limited to:

- (a) In the case of goods, any one or more of the following:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (b) In the case of services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

INSOLVENCY

23. If the Customer becomes bankrupt or makes any arrangements with or assignments for the benefit of its creditors, or being a company, becomes the subject of any proceedings for, or makes arrangements or composition with its creditors, or if a receiver, or receiver or manager, administrator or liquidator is appointed to the Customer, or in respect of any of its assets, then, in addition to any other rights which Lactalis may have either by virtue of the foregoing Terms and Conditions or by law generally, Lactalis may:
- (a) refuse to accept further orders from the Customer;
 - (b) refuse to supply goods or services pursuant to any existing order from the Customer; and
 - (c) take such action as it thinks fit for recovery of all monies owing by the Customer to Lactalis including Lactalis legal costs on a solicitor client basis and any costs involved in recovering the outstanding monies including debt collection costs.

FORCE MAJEURE

24. If for any reason beyond the control of Lactalis (including without limitation as the result of any strike, trade dispute, fire, tempest, theft or breakdown) orders cannot be filled at the time stipulated by the Customer, Lactalis shall be entitled to determine the contract and the Customer shall not have any claims for damages arising out of such cancellation, without prejudice to the rights of Lactalis to recover all sums owing to it in respect of deliveries made or services provided prior to the date of such determination.

GOVERNING LAW

25. All contracts arising between Lactalis and the Customer shall be governed by and constituted in accordance with the laws of the State of Queensland and the Customer and Lactalis will submit to the jurisdiction of the Courts of the State of Queensland. Any provision or part of a provision of any contract that is or becomes unlawful or unenforceable is deemed deleted to the extent of the illegality or unenforceability and the remaining provisions of the contract will not be affected to the intent that each provision of the contract is to be enforceable to the fullest extent permitted by law.

NOTICES

26. Any notice, demand, originating process, court document or any other document relating to or in a proceeding may be serviced on the Customer by:
- (a) posting it to or leaving it at the Full Trading Address for the Customer as specified in this Credit Application; or
 - (b) posting it to or leaving it at another address for the Customer as advised in writing by the Customer to Lactalis at any time.

PRIVACY

27. All personal information gathered by Lactalis will be handled in accordance with Lactalis' Privacy Policy which may be viewed at www.lactalis.com.au.

CERTIFICATE

28. A certificate signed by an officer of Lactalis about any matter or sum payable to Lactalis is prima facie evidence of the matters stated within it.

OTHER MATTERS

29. The Customer and Lactalis agree that they contract out of the following provisions under the Personal Property Securities Act 2009 (PPSA) in relation to the goods and that the following provisions under the PPSA will not apply to this agreement – Section 95, 96, 125, 128, 129, 130, 132 (3) (d), 132 (4), 134 (1), 135, 142 and 143.
30. Subject to Section 275 (7) of PPSA, the Customer and Lactalis agree that neither Lactalis nor the Customer will disclose information of the kind mentioned in Section 275 (1) PPSA.