

HAZELDENE'S CHICKEN FARM PTY LTD

(ACN 004 381 346)

CREDIT TERMS

1. INTERPRETATION

Unless otherwise inconsistent with the context:

"Customer" means any person or corporation purchasing Goods from Hazeldenes, including that person's or entity's successors and assigns.

"Goods" means the goods Hazeldenes sells, which may vary from time to time.

"Guarantor" means any person who has executed a Deed of Guarantee and Indemnity in favour of Hazeldenes.

"Hazeldenes" means Hazeldene's Chicken Farm Pty Ltd (ACN 004 381 346) and/or, if the context permits, any related corporation, assignee, transferee, division or trading name.

"Order Request" means an order placed by the Customer to request the purchase of Goods of a specified type and maximum quantity.

"PPSA" means the *Personal Property Securities Act 2009* (Cth).

Words importing the singular number shall be deemed to include the plural and vice versa.

The term "person" includes a corporation or any other organisation having legal standing.

Headings are for convenience only and do not affect interpretation of these Credit Terms.

2. APPLICATION FOR CREDIT TERMS

- a) If a Customer wishes to apply for credit terms with Hazeldenes, it must submit an application for credit. The granting or renewing of credit terms is entirely at Hazeldenes' discretion.
- b) Hazeldenes may at any time withdraw or vary the terms upon which credit terms are offered to the Customer which will apply to any Order Requests placed by the Customer after the taking effect of such withdrawal or variation.

3. COMMERCIAL CREDIT

- a) If approved, credit will be made available to the Customer for the purpose of purchasing Goods.
- b) Where the Customer is a natural person, it warrants that the credit provided by Hazeldenes is to be wholly applied for business or investment purposes and not for personal or domestic purposes.

4. PRIVACY AND CREDIT REPORTING

- (a) Hazeldenes complies with the *Privacy Act 1988* (Cth) as amended and is bound by the Australian Privacy Principles dealing with the collection, use and storage of personal information about individuals, as well as provisions relating to the handling of certain credit-related information.
- (b) The Customer and the Guarantor authorise Hazeldenes to disclose permitted credit related information about the Customer and Guarantor to a credit reporting body to obtain a credit report containing personal credit information about the Customer and Guarantor in relation to commercial credit provided by Hazeldenes.
- (c) The Customer and Guarantor authorise Hazeldenes to exchange information about the Customer and Guarantor with other credit providers who have an Australian link for the following purposes:
 - (i) to assess any credit application by the Customer;
 - (ii) to notify other credit providers who have an Australian link of a default by the Customer;
 - (iii) in relation to the Customer, to provide to the Guarantor;
 - (iv) to exchange information with other credit providers who have an Australian link as to the status of this credit account, where the Customer is in default with other credit providers; and
 - (v) to assess the credit worthiness of the Customer and the Guarantor, which may include any information related to the Customer's or Guarantor's credit worthiness, credit standing, credit history or credit capacity, which credit providers are allowed to exchange under the *Privacy Act 1988* (Cth);

- (d) The Customer and the Guarantor authorise Hazeldenes to disclose personal or commercial information about the Customer or the Guarantor to a credit reporting body for the following purposes:
 - a. to obtain a consumer credit report about the Customer and/or Guarantor in connection with this commercial credit application; and/or
 - b. to obtain information about commercial activities or commercial credit worthiness;
 - c. allow the credit reporting body to create or maintain a credit information file containing information about the Customer (as permitted by applicable law).
- (e) The Customer and Guarantor acknowledge and agree that the information that may be exchanged under clause 4(c) or that Hazeldenes may disclose under clause 4(d) may include:
 - a. identity details;
 - b. the fact that the Customer has applied for credit from Hazeldenes, the type of credit and the amount;
 - c. the identity of the Customer's other credit providers;
 - d. consumer credit liability information;
 - e. default and repayment history information (including in some circumstances, if Hazeldenes considers the Customer has committed a serious credit infringement);
 - f. information that the credit has been paid or otherwise discharged;
 - g. publicly available information such as bankruptcy, insolvency and credit-related court judgements;
 - h. publicly available information that relates to the Customer's activities in Australia and the Customer's credit worthiness.
- (f) The Customer and Guarantor agree that Hazeldenes is authorised to obtain repeat credit checks in accordance with this clause 4 from time to time.
- (g) The Customer and Guarantor acknowledge and agree that Hazeldenes collects and uses the personal information for the primary purpose of supplying Goods to the Customer and, if the personal information provided by the Customer or Guarantor is incomplete or inaccurate, Hazeldenes may be unable to supply those Goods. More detailed information about the way Hazeldenes collects, uses, stores and discloses personal information, and how personal information can be accessed and corrected, can be found in Hazeldenes' privacy policy. A copy of the privacy policy can be found on Hazeldenes' website.
- (h) The Customer and Guarantor acknowledge and agree that Hazeldenes collects, uses and discloses the credit information required by this Application in accordance with Hazeldenes' credit reporting policy, a copy of which can be found on Hazeldenes' website.

5. SECURITY

To secure payment of all monies which may become payable by the Customer to Hazeldenes, and as consideration for the provision of credit by Hazeldenes:

- (a) the Customer hereby charges in Hazeldenes' favour all of the Customer's estate and interest in any land in which the Customer now has any legal or beneficial interest or in which the Customer later acquires any such interest;
- (b) the Customer authorises Hazeldenes to lodge a caveat over any real property in which the Customer now has any legal or beneficial interest; and
- (c) the Customer:
 - a. agrees that Hazeldenes may register on the Personal Property Securities Register a security interest over all the Customer's personal property (as that term is defined in the PPSA);

- b. for the purposes of section 20(2)(b)(ii) of the PPSA, acknowledges that the security interest over all of its personal property is taken in all of its present and after acquired personal property;
- c. agrees that it will not do anything or permit anything to be done that may result in the security interest granted to Hazeldenes ranking in priority behind any other security interest;
- d. agrees to waive all its rights under section 157 of the PPSA to receive a notice under that section;
- e. agrees that nothing in sections 130(1)(a), 143(1) and 143(2) of the PPSA shall apply to these Credit Terms, and that the Customer's rights as a debtor in sections 95, 132 and 134(2) of the PPSA shall not apply to these Credit Terms; and
- f. agrees to execute all documents and do all acts, matters, and things which Hazeldenes reasonably requires to more effectively secure its rights pursuant to the security interest created herein.

6. VARIATION

Hazeldenes may vary at any time these Credit Terms in respect of any provision of credit after the taking effect of such variation. Hazeldenes will provide to the Customer a copy of the updated terms or otherwise direct the Customer as to where such updated terms may be found. If the Customer continues to trade with Hazeldenes after receipt of or notification of such varied terms, the Customer will be deemed to have reviewed, understood and accepted the application of those revised terms.

7. SEVERABILITY

If any provision in these Credit Terms is unenforceable, illegal or void or makes these Credit Terms or any part of it unenforceable, illegal or void, then that provision or part is severed and the rest of these Credit Terms remain in force.

8. WAIVER

If Hazeldenes exercises or fails to exercise any right or remedy available to it, this will not prejudice its rights to exercise that or any other right or remedy. Waiver of any term of these Credit Terms will only be effective if specified in writing and signed by an authorised representative of Hazeldenes.

9. JURISDICTION

The Customer agrees that these Credit Terms shall be governed by the laws of the State of Victoria and the parties shall submit to the exclusive jurisdiction of the Courts of the State of Victoria.

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