

Incitec Pivot Limited
ABN 42 004 080 264
70 Southbank Boulevard, Southbank, Victoria 3006
GPO Box 1322, Melbourne, Victoria 3001 Telephone: 1800 815 275



FertTerms Plus® – Direct Debit Request

A DIRECT DEBIT REQUEST (“DDR”)

Please read Section C (DDR Agreement) before completing and signing this form.

I/we request Incitec Pivot Limited [IPL User I.D. 313337] to debit my/our nominated account (as detailed below) from time to time in accordance with the DDR Agreement set out in section C below.

Account name

Name and Branch of Financial Institution

BSB No. -

Account No.

Incitec Pivot Customer No.

B SIGNATURE/S

This document must be signed by the account holder/s or authorised signatory/ies of the account holder. If in doubt, please contact your financial institution.

Signed _____ Date _____

Signed _____ Date _____

C DDR AGREEMENT

Incitec Pivot will process a direct debit to the account nominated on this DDR for the value of your debt (plus any applicable Government charges, GST and bank processing fees) on the date that it is due in accordance with the FertTerms Plus terms and conditions set out in section D of the FertTerms Plus Application Form, together with any other amounts on such other dates that you may agree to from time to time.

Incitec Pivot will provide you with 14 days notice if it changes any of the terms of this DDR.

Stopping, Cancelling or Disputing your DDR

You may defer, alter, stop, or cancel your DDR at any time by providing at least 5 business days’ notification. You may also wish to dispute a DDR transaction. In either case, you must notify Incitec Pivot in writing by mail to the address above, marked attention Credit Group. Alternatively, you may request to stop, cancel or dispute your DDR by contacting your financial institution.

Non Business Days

If your DDR falls due on a weekend or public holiday, Incitec Pivot will process it on the last business day of the month.

Returned or Dishonoured DDR’s

If your DDR is dishonoured or returned unpaid by your financial institution for any reason, Incitec Pivot reserves the right to recover the funds from you and to charge a dishonour fee.

Clear Funds

You should ensure that you have sufficient clear funds in your account to enable the DDR to be paid by your financial institution.

Your Account

You should be aware that some financial institutions may not allow a DDR to be processed to certain types of accounts.

Your Privacy

You should be aware that the privacy consent in section E of the FertTerms Plus Application Form applies to this DDR. In addition, Incitec Pivot may disclose your personal information to a financial institution in the event of a claim or relating to an alleged incorrect or wrongful debit.

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FertTerms Plus® – Application Form

By completing this Application Form, you apply for extended payment terms for product purchased from Incitec Pivot Limited (“FertTerms Plus”), subject to the terms and conditions set out in Section D below. Please read section D (Terms and Conditions) and Section E (Privacy Consent (for individuals)) below before completing and signing this form. You must also complete the Direct Debit Request overleaf, which forms part of this Application Form. Please return the completed forms to the address above, marked “Attention: Credit Group”.

PLEASE REFER TO SECTION C BELOW FOR INSTRUCTIONS ON HOW TO COMPLETE THIS APPLICATION FORM

A APPLICANT/S DETAILS

Please complete using BLOCK LETTERS

Customer no.

Full Name/s

ABN/ACN

Address

Suburb/Town State Post Code

Telephone B/H Mobile

Principal Activities

B SIGNATURE/S

The applicant/s agree(s) to participate in FertTerms Plus, subject to the Terms and Conditions set out in Section D below, and agrees to the Privacy Consent (if applicable) in Section E below.

Signed _____ Date _____

Signed _____ Date _____

Print Full Name/s Capacity (applicable only if signing on behalf of a company, partnership or trust)

C INSTRUCTIONS FOR COMPLETING SECTIONS A AND B

Type of applicant	Instructions
Sole Trader	Insert full name (not initials) eg John Robert Walker and ABN.
Company	Insert the company’s full name and ACN/ABN in the space provided eg XYZ Pty Ltd ABN 00 001 001 001. In the case of a proprietary company that has a sole director who is also the sole company secretary, the form must be signed by that person. In all other cases, the form must be signed by 2 directors, or a director and a company secretary, or an authorised representative of the company. The capacity box/es must also be completed, ie director, company secretary, authorised representative.
Partnership	Insert the trading name and the partners’ full personal names eg T/A ABC Partnership / Michael Chris Jones and Simon Andrew Walsh and ABN. The form must be signed by a partner with due authorisation.
Trust	Insert the trust name, ABN and the trustee’s full name eg T/A Murphy Trust ABN 00 001 001 001 / Emily Sue Murphy. The form must be signed by the trustee.

D TERMS AND CONDITIONS

1 Approval is conditional on the applicant/s correctly completing and signing this form and a Direct Debit Request for the purpose of facilitating payments on the due date. 2 Approval is subject to a credit assessment evaluation of the applicant. 3 Incitec Pivot reserves the right to refuse an application at its discretion. 4 The maximum period offered for FertTerms Plus is nine months. Subject to this, approved applicants may elect the fixed period of their extended terms at the time of placing their order. The due date for payment will appear on the customer’s statement. 5 The period of FertTerms Plus commences on the date immediately following the date of expiry of the commercial 30 day payment period under Incitec Pivot’s standard terms and conditions. 6 FertTerms Plus cannot be applied retrospectively to product already despatched and invoiced. 7 Approval for FertTerms Plus does not give an applicant automatic approval to purchase product on extended terms. Incitec Pivot may supply product under FertTerms Plus (i) where the applicant’s trading account is operating within the agreed payment terms and credit limit at the time an order is placed; and (ii) subject to FertTerms Plus being available at the time of the order. 8 In the event of payment default or cancellation of direct debit authority, Incitec Pivot may, in its absolute discretion, suspend or revoke FertTerms Plus to that applicant. 9 FertTerms Plus may only be used with Incitec Pivot fertilisers that are sold on a per tonne or per kilolitre basis (excluding Big N). 10 These terms and conditions apply concurrently with Incitec Pivot’s standard terms and conditions. In the case of any inconsistency between the two sets of terms and conditions, these terms and conditions will prevail. 11 Incitec Pivot reserves the right to vary the terms and conditions of FertTerms Plus from time to time at its discretion without notice.

E PRIVACY CONSENT (for individuals)

By signing this application form in section B, the applicant agrees and acknowledges that Incitec Pivot is collecting the applicant’s personal information (as defined in the Privacy Act 1988 (Cth)) for the primary purpose of enabling it to assess the applicant’s application, and if approved, to provide me/us with FertTerms Plus for which the applicant is applying. Unless the applicant notifies Incitec Pivot otherwise, the applicant consents to Incitec Pivot using the applicant’s personal information for the purposes of providing the applicant with marketing materials from time to time. **Please tick this box [] if you do not wish to receive marketing material from Incitec Pivot.** The applicant understands that Incitec Pivot may disclose his/her personal information to any service provider, agent or third party which Incitec Pivot engages to carry out or assist with its functions and activities, any credit reporting agencies, any referees, any guarantors or security providers, any person which Incitec Pivot is authorised or required by law to disclose to, and any other person with the applicant’s prior written consent. The applicant acknowledges that at the time that the applicant provided any personal information, the applicant has been made aware of the identity of the entity or person collecting the information and how they can be contacted, the fact that the applicant can gain access to the personal information, the purposes for which the information is collected, the organisations to which Incitec Pivot usually discloses information of that kind, and the main consequences if all or part of that information is not provided in accordance with clause 1.3 of the National Privacy Principles as contained in the Privacy Act.

Office use

Credit assessment: _____ Approved Declined

Group Credit Manager _____ Date _____