

## Credit Application Terms

1. Saputo Dairy Australia reserves the right to accept or reject this application for credit (**Application**) in its absolute discretion.
2. Subject to acceptance by Saputo Dairy Australia of this Application, the Applicant agrees that the terms set out below and in Saputo Dairy Australia's "Terms of Sale" provided with this Application (together, the **Credit Terms**) will apply to the provision of credit and the sale of Goods or supply of Services to the Applicant. The Applicant has read and understood the Credit Terms, agrees to abide by the Credit Terms as amended from time to time, and acknowledges that the Credit Terms override any inconsistent terms and conditions of the Customer from time to time.
3. Saputo Dairy Australia may cease providing further credit at any time without prior notice.
4. The Applicant declares that the information provided on this Application is true, complete and correct. The Applicant acknowledges that Saputo Dairy Australia has relied on that information in determining whether or not to extend credit to the Applicant.
5. The Applicant authorises Saputo Dairy Australia to make enquiries and obtain information (including without limitation obtaining a credit report) concerning the commercial activities and creditworthiness of the Applicant and as to the accuracy of the information provided in this Application.
6. The Applicant acknowledges receiving, and each person who signs this application below in his or her individual capacity also acknowledges receiving:
  - (a) Saputo Dairy Australia's privacy collection statement (a copy of which can be accessed at <http://www.mgc.com.au/working-with-us/privacy/>), which sets out how Saputo Dairy Australia collects, uses, holds and discloses personal information; and
  - (b) Saputo Dairy Australia's credit reporting collection statement (a copy of which is attached to this Application), which sets out how Saputo Dairy Australia collects, uses, holds and discloses credit-related information,and agrees to provide a copy of those statements to each of the persons named in Sections B, E and H of this Application.
7. The Applicant consents to Saputo Dairy Australia's collection, use, holding and disclosure of personal information and credit-related information (as that term is defined in Section I) about them as described in Saputo Dairy Australia's privacy collection statement and credit reporting collection statement.
8. The Applicant consents to Saputo Dairy Australia collecting credit-related information from a credit reporting body or other credit providers for the purpose of considering whether to provide credit to the Applicant and for collecting (or engaging any third party to collect) any overdue payments under these Credit Terms.
9. The Applicant agrees that Saputo Dairy Australia may obtain a credit report from a credit reporting body about the consumer and/or commercial creditworthiness of its directors, shareholders, partners, other authorised representatives and any guarantors nominated in this Application. Saputo Dairy Australia may use these reports for the purpose of assessing the creditworthiness of the Applicant (or the capacity of those persons to guarantee any credit provided to the Applicant) and for collecting (or engaging any third party to collect) any overdue payments under these Credit Terms.
10. The Applicant consents to any credit reporting body or credit provider providing personal information and credit-related information about it to Saputo Dairy Australia for the purpose of assessing this Application and the Applicant's creditworthiness. The Applicant also consents to the information in this Application (together with any other credit-related information held by Saputo Dairy Australia) being disclosed to a credit reporting body and other credit providers.
11. The Applicant consents to the disclosure by Saputo Dairy Australia of credit-related information relating to it to any guarantors nominated in Section I of this Application.
12. The Applicant authorises Saputo Dairy Australia to make any additional periodical checks that Saputo Dairy Australia thinks fit with regard to the continuing capacity of the Applicant to pay for Goods or Services.
13. Each person who signs this Application (**Signatory**) in his or her individual capacity:
  - (a) consents to Saputo Dairy Australia's collection, use, holding and disclosure of personal information and credit-related information about the Signatory as described in Saputo Dairy Australia's privacy collection statement and credit reporting collection statement as set out in Section J; and
  - (b) agrees that Saputo Dairy Australia may obtain a credit report from a credit reporting body about the Signatory's consumer and/or commercial creditworthiness. Saputo Dairy Australia may use this report for the purpose of assessing the creditworthiness of the Applicant (and, if applicable, the Signatory's suitability as a guarantor of any credit provided to the Applicant) and for collecting (or engaging any third party to collect) any overdue payments under the Credit Terms as defined above.
14. Words not otherwise defined in this Application shall have the same meaning as in the Terms of Sale and "**Applicant**" means the applicant for credit.

## Privacy and Credit Reporting

### Privacy and Credit Reporting

Your information is being collected by Saputo Dairy Australia Pty Ltd ABN 52 166 135 486 (**we or us**). You can contact us via email at [privacyofficer@mgc.com.au](mailto:privacyofficer@mgc.com.au) or by telephone on (03) 9040 5000.

### Privacy Collection Statement

We collect, use, hold and disclose your personal information about you in accordance with our privacy collection statement, a copy of which can be accessed at [www.mgc.com.au/working-with-us/privacy](http://www.mgc.com.au/working-with-us/privacy).

### Credit Reporting Collection Statement

In this statement, “**credit-related information**” means credit information, credit eligibility information and CRB derived information as those terms are defined in the *Privacy Act 1988* (Cth).

We collect, use, hold and disclose credit-related information about you for the purposes of assessing your creditworthiness (or the creditworthiness of your related company or other entity) in connection with an application for credit that has been made to us. You expressly consent to us undertaking a consumer and/or commercial credit check on you in connection with any credit to be provided to you (or to your related company or other entity) or any credit which you agree to guarantee. If you offer to, or we request that you, guarantee any credit provided to your related company or other entity, we may use your credit-related information to assess your suitability as a guarantor of that credit. We may also obtain a credit rating or credit assessment score about you from a credit reporting body and/or derive our own score, and then use this score in assessing your creditworthiness for the purposes listed above. If the application is successful, we may also use your credit-related information to manage our business or other relationship with you (or your related company or other entity) and to arrange payment for the products and services that we supply (including to enforce any guarantees if applicable).

We may collect your credit-related information about you from the credit reporting bodies that we deal with and from other credit providers who have provided credit to you. We may use and hold this credit-related information in order to conduct a credit assessment on you and to decide whether to provide you (or your related company or other entity) with products and services on credit. We may also conduct searches of publicly available information relating to you, or make informal enquiries of your trade creditors, in order to determine who else may provide credit to you. We may then contact these other credit providers and collect credit-related information and other information about you from them. If requested, we may also disclose credit-related information that we hold about you to these other credit providers.

We may disclose your credit-related information to our related companies and to third parties, including debt collectors, credit management agencies, other credit providers, credit reporting bodies and to government bodies and regulatory authorities (where required or authorised by law). We may also disclose your information to third party service providers who provide services to us or who provide services to you on our behalf. Some of these third parties may be located in one or more overseas countries or hold this information in overseas countries, including in New Zealand.

The credit reporting bodies that we may disclose your information to are:

- Dun & Bradstreet (Australia) Pty Ltd (see [www.checkyourcredit.com.au/ContactUs](http://www.checkyourcredit.com.au/ContactUs) for contact details); and
- Veda Advantage Information Services and Solutions Limited (see [www.veda.com.au/contact-us](http://www.veda.com.au/contact-us) for contact details).

Credit reporting bodies collect credit-related information about individuals from a range of sources to provide credit reports about these individuals to their customers (including us). Where we provide your credit-related information to these credit reporting bodies, they may include this information in reports that they subsequently provide about you to other credit providers in order to assist those entities to assess your credit worthiness. You have a right to obtain a copy of the credit reporting policies of any credit reporting bodies that we disclose your credit-related information to. If you would like to obtain a copy of any of these policies, you should contact the relevant credit reporting body directly using the contact details set out above.

If you (or your related company or other entity) do not pay for our products and services in accordance with our agreement with you, if you (or your related company or other entity) defraud us or try to do so, or if you (or your related company or other entity) otherwise commit a serious credit infringement, we may disclose details of these defaults to the credit reporting bodies that we deal with. If we need to take these steps, this may affect your ability to obtain a loan or other credit in the future.

You have a right to access the credit-related information that we hold about you, to correct that credit-related information and to make a complaint about our handling of your credit-related information. Our Credit Reporting Policy provides more information on how you can exercise these rights. This policy may be accessed at [www.mgc.com.au](http://www.mgc.com.au), or you may obtain a copy in an alternative format by contacting us using the details set out at the top of this statement.

You also have a right to:

- request that credit reporting bodies do not use any credit-related information held by them for the purposes of pre-screening any direct marketing by credit providers (including us); and
- request that credit reporting bodies do not disclose your credit-related information in circumstances where you reasonably believe that you have been a victim of fraud or identity theft.

If you would like to make either of these requests, you should contact the credit reporting bodies using the contact details set out above.