

# TERMS AND CONDITIONS – APPLICATION FOR CREDIT

## 1 DEFINITIONS

1.1 The following words have the following meanings:

“Confidential Information” shall include all non-public, business-related information, written or oral, disclosed or made available to the Credit Provider through any means of communication by the Customer to the Credit Provider.

“Credit Provider” means the business/company named in this application for credit.

“Customer” means Tassal Operations Pty Ltd ACN 106 324 127 or De Costi Seafoods Pty Ltd (ACN 606 307 804).

## 2 CREDIT PROVIDER’S OBLIGATIONS

2.1. The Credit Provider acknowledge that the Customer’s trading terms are 45 days from the end of the calendar month in which the Customer receives a valid tax invoice from the Supplier (which must be supplied to the Customer and dated subsequent to the Delivery Date).

2.2. The Credit Provider agrees to hold the Customer’s confidential information in confidence in accordance with the terms and conditions of this Agreement.

2.3. The Credit Provider shall exercise at least the same degree of care as it uses with regard to its own confidential information, but in no event less than reasonable degree of care, in protecting the Customer’s confidential information.

2.4. The Credit Provider shall limit dissemination of the Customer’s confidential information to credit reporting agencies required to have access to the Customer’s confidential information, consistent with the Purpose of disclosure.

2.5. The Credit Provider shall instruct the credit reporting agencies of the obligations under this Agreement.

2.6. The Credit Provider shall be responsible for any breach of this Agreement by the credit reporting agencies.

## 3 CUSTOMER’S OBLIGATIONS

3.1. The Customer acknowledge that they have been informed by the Credit Provider that its confidential information relating to the Customer’s credit position may be disclosed to or acquired from a credit reporting agency for the sole purpose of:

- (a) assessing this credit application; or
- (b) assessing credit worthiness during the continuance of credit provision by the Credit Provider (“**Purpose**”).

3.2. The Customer understands and agrees that the Credit Provider’s may:

- (a) receive from other credit providers; or
- (b) provide to other credit providers,

the Customer’s credit information whether by way of report record or otherwise relating to the Customer’s credit worthiness for the sole purpose of exchanging credit information, assessing credit worthiness or notification of default at any time whether now or in the future.