

**Anco Seed and Turf Pty Ltd
ACN 151 500 971**

Terms and Conditions of Sale and Supply

1 Interpretation

In these terms:

- (a) **ACL** means the Australian Consumer Law which is contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth);
- (b) **Anco** means Anco Seed and Turf Pty Ltd (ACN 151 500 971) or related entity specified in the Invoice.
- (c) **Buyer** means the person specified as the buyer of Turf or Seed specified in the Invoice.
- (d) **COD** means cash on delivery and for the purposes hereof shall include EFT, cheque and credit card payments (when available);
- (e) **Goods** means:
 - (i) the turf;
 - (ii) seed
 - (iii) fertiliser; and
 - (iv) associated products,
 provided by Anco to the Buyer.
- (f) **GST** has the meaning given to that term in the GST Law.
- (g) **GST Law** has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
- (h) **Guarantor** means the person(s) named as "Director" in the Schedule (if any).
- (i) **Insolvency Event** means one or more of the following events
 - (i) an application is made, or a resolution is passed, to wind up the Buyer;
 - (ii) a controller or administrator is appointed in respect of the Buyer or any of its assets;
 - (iii) the Buyer commits any act of bankruptcy within the meaning of the *Bankruptcy Act 1966 (Cth)*; or
 - (iv) the Buyer dies, ceases to be of full legal capacity or becomes incapable of managing its own affairs for any reason.
- (j) **Invoice** means the invoice issued by Anco to the Buyer for the sale and purchase which includes these Terms.
- (k) **PPSA** means the Personal Property Securities Act 2009 (Cth).
- (l) **PPSR** means the Personal Property Securities Register established pursuant to the PPSA.
- (m) **Secured Party means Anco.**
- (n) **Secured Property** means all Goods that are supplied to the Buyer by Anco (whether now or in the future).
- (o) **Security Interest** has the meaning given in section 12 of the PPSA.
- (p) **Seller's Premises** means the address of Anco, listed on the Invoice.
- (q) **Terms** means Anco's standard terms and conditions of sale and supply set out in this document, unless the context otherwise requires.

2 General

- (a) Anco agrees to sell and the Buyer agrees to purchase the Goods in accordance with the terms and conditions of these Terms.
- (b) These Terms prevail over any inconsistent terms in any document of the Buyer.

- (c) These Terms are incorporated into and form part of every supply of Goods and services that Anco Provides.
- (d) If the Buyer places an order, accepts delivery of the Goods or makes any payment or performs any of these terms, the Buyer is taken to have accepted these Terms.

3 Seller's quotation or Invoices

- (a) A quotation is not an offer by Anco. Anco may withdraw or alter it without notice.
- (b) Unless Anco withdraws it, a quotation is valid for the period stated in it, or if no period is stated, for 30 days after the date of the quotation.

4 Descriptions and specifications

The descriptions, illustrations and material contained in any advertisement, catalogue, price list or brochure do not form any part of the Contract of the Goods.

5 Delivery

- (a) Any delivery time Anco gives the Buyer is only an estimate. Anco is not liable to the Buyer for any loss or damage (including any consequential loss or damage) arising from late delivery.
- (b) The Buyer must still accept and pay for the Goods even if Anco delivers late.
- (c) Anco may deliver the Goods in instalments. Each instalment must be treated as a sale under a separate contract. If Anco fails to deliver any instalment, the Buyer must still accept and pay for the remaining instalments. If the Buyer fails to pay for any instalment, Anco may treat the default as a breach of contract relating to each other instalment.
- (d) Delivery occurs when either the Buyer collects the Good from Anco or when Anco delivers the Goods to the Buyer's premises or location even if the Buyer is not present at the premises (whichever is relevant).
- (e) Delivery to the Buyer's premises and location is achieved by delivering to curb side. Anco is not required to deliver the Goods onto the premises or location. Anco accepts no responsibility whatsoever for damage resulting from such deliveries. This includes, but is not limited to, cracked curbs, driveways, and sidewalks as well as damaged irrigation lines and/or landscaping
- (f) If the Buyer requests that Anco deliver on site, Anco may choose to do so or not do so, but in any case the buyer must sign a deliver waiver in a form acceptable to Anco and Anco will not be liable for any loss or damage caused to the Goods or the Buyer's property whatsoever.
- (g) The Buyer will indemnify and keep indemnified Anco, its directors, officers, employees, agents and contractors for any loss or damage whatsoever caused to person or property of the Buyer or any third party due to Anco delivering the goods on site.

6 Quality, Quantity discrepancy

- (a) If the quantity of Goods delivered is lessor different than the amount the Buyer ordered or the Goods are different to those described in the quote or Invoice, the Buyer must notify Anco immediately at the time of delivery, otherwise Anco will be deemed to have delivered the correct quantity and quality of Goods as described or ordered, and the Buyer must accept the Goods and pay for them in full despite the shortfall.
- (b) If the quantity of Goods delivered is more than the amount the Buyer ordered, the Buyer must immediately inform Anco in writing and Anco is entitled to charge the Buyer for the excess or recover the excess from the Buyer at the cost of Anco.
- (c) The Buyer must inspect the quality of the Goods on delivery and immediately notify Anco of any quality issues with the Goods, otherwise Anco will be deemed to have delivered the correct quality of Goods as described in the order and the Buyer must accept the Goods and pay for them and is precluded from subsequently raising any issue of despite any discrepancy in quality. For the avoidance of doubt, the Buyer's right to

challenge the quality of the Goods delivered terminates if the Buyer does not notify Anco of the quality discrepancy at the time of delivery.

7 Storage

If the Buyer does not collect or take delivery of the Goods, or provide adequate delivery instructions, within 14 days of request by Anco, Anco may charge for storage. The Buyer must pay charges monthly at commercial rates. The Goods are to be stored at the Buyer's risk.

8 Price and costs

- (a) Unless Anco otherwise agrees in writing and subject to any Invoice or quotation given under clause 3, the price of the Goods will be the price Anco usually charges for the Goods. Any price concession or discount Anco provides to the Buyer is conditional on the Buyer's full compliance with these Terms.
- (b) Prices quoted are those ruling at the date of issue of quotation and are subject to adjustment (including a proportional adjustment for fixed costs and profit) for any variation in:
 - (i) the cost of labour, material or transport;
 - (ii) freight or insurance;
 - (iii) suppliers' prices;
 - (iv) the amount of work required to produce the Goods due to a variation in specification approved by the parties; and
 - (v) any other charges affecting the cost of production.
- (c) If Anco suspends work on any order due to the Buyer's instructions or lack of instructions, Anco may increase the contract price to cover any extra expense or cost incurred (including a proportional adjustment for fixed costs and profit).
- (d) Any prices quoted apply only if all of the Goods included in the quotation are bought. If the Buyer orders part only, Anco may submit a revised quotation (which may increase the price per quantity of the Goods).
- (e) Unless otherwise specified, the prices quoted in any quotation or Invoice include one set of standard instructions. Anco can supply further copies of instructions and certified outline drawings for the Goods at an additional charge.

9 GST on price

- (a) Unless otherwise stated, the price is GST exclusive.
- (b) In addition to the price for the Goods, the Buyer must pay to Anco an amount equal to any GST Anco must pay for any supply by Anco under these terms of sale or under any agreement for sale of Goods.
- (c) The Buyer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Buyer pays the price (or the corresponding first part of it if Anco agrees to the Buyer paying the price by instalments).

10 Payment

- (a) Unless the Buyer has a credit account with Anco, or unless otherwise agreed in writing, the payment terms are COD and the Buyer must pay for the Goods in full in cash or by bank cheque prior to or at the time of Delivery starts work on the Buyer's order.
- (b) Anco may invoice the Buyer for the price of the Goods at any time after Anco notifies the Buyer of the availability of the Goods. The Buyer must make payment of the Goods in accordance with the requirements set out in the invoice rendered by Anco, or if no requirements are set out in the invoice, within 30 days of the date of the end of the month in which the invoice is issued.
- (c) Anco may require immediate payment of all amounts outstanding (whether or not then due and payable):
 - (i) if the Buyer does not comply with any one or more of its obligations under these terms;
 - (ii) if Anco considers that the creditworthiness of the Buyer has become unsatisfactory; or

(iii) if one or more Insolvency Events occur.

(d) Time is of the essence in respect of payment of invoices.

11 Default

- (a) If the Buyer defaults in the payment of money:
 - (i) the Buyer must pay Anco:
 - (A) interest at the rate equivalent to two percent (2%) higher than the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983* (Vic) on any amounts owing to it under the Contract; and
 - (B) all expenses including, without limitation, legal expenses, and all debt collection agency costs incurred by Anco in enforcing Anco's rights under these terms;
 - (ii) Anco may in the notice state that, unless the default is remedied, all money owing under the Contract which is not yet due for payment is now due. If the notice is not complied with then that money becomes due;
 - (iii) Anco may cancel the Contract.
 - (iv) Anco may stop work on all of the Buyer's orders and hold all the Buyer's work until payment is made. If the Buyer continues to default in making payment, Anco may close the Buyer's credit account (if any).
- (b) If Anco ends the Contract in accordance with this clause 11, Anco may, without prejudice to any other right or remedy available to Anco suspend any further deliveries of the Goods to the Buyer and sell or otherwise dispose of the Goods and apply the proceeds of the sale to the overdue amount.

12 Risk

- (a) Risk in the Goods passes to the Buyer when delivery occurs pursuant to clause 5 or when the Goods are in the Buyer's custody, whichever is first.
- (b) The Buyer must take out and pay for insurance in both the names of the Buyer and Seller sufficient to cover both their interests in the Goods. The Buyer must produce a certificate of insurance to show that the Buyer has taken out this insurance if so requested by Anco.
- (c) Anco is not liable for any loss or damage or deterioration of the Goods after dispatch from Anco's Premises even if transport is arranged by Anco.

13 Title

- (a) The title and property in the Goods does not pass to the Buyer until the Buyer has paid all amounts owing by the Buyer to Anco (and all cheques or negotiable instruments have been paid).
- (b) Until all amounts owed to Anco are paid, the Buyer:
 - (i) must keep the Goods separate from the goods of the Buyer and third parties and identified as Anco's goods; and
 - (ii) may sell the Goods in the ordinary course of its business, as agent and fiduciary for Anco and must account to Anco for the proceeds of such sale which are to be kept in a separate bank account.
- (c) The Buyer irrevocably authorises Anco to enter any premises where the Goods are kept, and to use the name of the Buyer and to act on its behalf, if necessary, to recover possession of the Goods.
- (d) If the Buyer does not specify what Goods each payment is made for, the payments will be treated in the following order:
 - (i) first, to the Goods that are no longer in the Buyer's possession;
 - (ii) then, to whatever Goods that are still in the Buyer's possession, at Anco's absolute election.

14 PPSA

- (a) The Buyer acknowledges that this agreement creates a Security Interest in the Secured Property and, for avoidance of doubt, the proceeds of sale of the Secured Property for the purposes of the PPSA.

- (b) The Buyer consents to Anco effecting a registration on the PPSR (in any manner that Anco considers appropriate) in relation to the Security Interest arising under or in connection with this agreement and the Buyer agrees to provide all assistance required by Anco to facilitate this.
- (c) The Buyer acknowledges and agrees that in relation to the part of the Secured Property that is inventory, the Buyer will not allow any Security Interest to arise in respect of that Secured Property unless Anco has perfected a Security Interest in the Secured.
- (d) If Chapter 4 of the PPSA applies to the enforcement of a Security Interest arising under or in connection with this agreement, the Buyer agrees:
 - (i) to the extent that section 115(1) of the PPSA allows, the following provisions of the PPSA will not apply to the enforcement of that Security Interest: section 95 to the extent that it requires Anco to give a notice to the Buyer, section 96, section 121(4), section 125 (obligation to dispose of or retain collateral), section 130 to the extent that it requires the Secured Party to give notice to the Buyer, paragraph 132(3)(d), subsection 132(4), section 142 and section 143 (reinstatement of security agreement); and
 - (ii) to the extent that section 115(7) of the PPSA allows, the following provisions of the PPSA will not apply to the enforcement of that Security Interest: section 127, section 129(2) and (3), section 132, section 134(2), section 135, section 136(3), (4) and (5) and section 137.
- (e) If the Buyer makes payments to Anco at any time whether in connection with this agreement or otherwise, Anco may in its absolute discretion apply that payment in any manner it sees fit.
- (f) The Buyer agrees to immediately notify Anco of any changes to its name or address.
- (g) The Buyer agrees to do anything that Anco requests the Buyer to do (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed):
 - (i) to provide more effective security over the Secured Property;
 - (ii) to register in respect of a Security Interest constituted by this agreement at any time;
 - (iii) to enable Anco to exercise its rights in connection with the Secured Property; and
 - (iv) to show Anco whether the Buyer has complied with this agreement.
- (h) The Buyer will pay on demand any losses arising from, and any costs and expenses incurred in connection with, any action taken by Anco under or in relation to the PPSA, including any registration, or any response to an amendment, demand or a request under section 275 of the PPSA.
- (i) Any notices or documents which are required or permitted to be given to Anco for the purposes of the PPSA must be given in accordance with the PPSA.
- (j) The Buyer waives the right to receive any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.
- (k) Both parties agree not to disclose information of the kind mentioned in section 275(1) of the PPSA, except in the circumstances required by sections 275(7) (b) to (e) of the PPSA. The Buyer agrees that it will only authorise the disclosure of information under section 275(7) (c) or request information under section 275(7) (d), if Anco approves it.
- (l) Nothing in clause 14 will prevent any disclosure by Anco that Anco believes is necessary to comply with its other obligations under the PPSA or under any other applicable law.

- (m) To the extent that it is not inconsistent with clauses 14(k) and 14(l) above constituting a "confidentiality agreement" for the purposes of section 275(6)(a) of the PPSA, the Buyer agrees that Anco may disclose information of the kind mentioned in section 275(1) of the PPSA to the extent that Anco is not doing so in response to a request by an "interested person" (as defined in section 275(9) of the PPSA) pursuant to section 275(1) of the PPSA.

15 Force majeure

- (a) Anco is not liable for failure to comply with these Terms, any Contract or an agreement for sale of Goods if the failure (directly or indirectly) arises out of any circumstances which are not within Anco's reasonable control. If such circumstances occur, Anco may delay or cancel delivery of the Goods or reduce the quantity to be delivered.
- (b) The circumstances are taken to be beyond Anco's reasonable control includes, without limitation, strikes, accidents, war, fire, flood, explosion, shortage of power, breakdown of plant or machinery, shortage of raw materials from normal source of supply, act of God or any order or direction of any local, state or federal government, government authority or instrumentality.
- (c) Anco is not obliged to remedy such circumstances. Anco is especially not obliged to settle any strike, lock-out or any other kind of labour dispute.

16 Cancellation

16.1 Cancellation of order or return of Goods

- (a) Once ordered, the Buyer must not cancel an order or return any Goods unless Anco first agrees in writing.
- (b) Anco will not agree to cancellation or an order unless the Buyer compensates Anco for all loss and damage arising from the cancellation.
- (c) Anco may cancel any order in whole or in part by notice to the Buyer and resell the Goods if the Buyer fails to comply with any of its obligations under these Terms of sale or under an agreement for sale of Goods.
- (d) Anco may cancel any order in whole or in part by notice to the Buyer and resell the Goods if one or more Insolvency Events occur.
- (e) Upon cancellation or an order the Buyer must indemnify Anco for any costs and expenses incurred prior to and post cancellation and must pay any reasonable cancellation charges fixed by Anco.

16.2 Cancellation of Contract

Anco may cancel the Contract in either of the following events:

- (a) if Anco reasonably considers that it may be unable to satisfy the order within a reasonable time; or
- (b) if Goods remain uncollected or the Buyer fails to give satisfactory instructions for the dispatch of the Goods after a period of 14 days from notification to the Buyer that they are ready for collection; or
- (c) an application to wind up the Buyer is made or if a controller or administrator is appointed in respect of the Buyer or any of its assets.

16.3 No claim

The Buyer has no claim against Anco for any damage, loss, cost or expense arising from cancellation under this clause.

17 Limitation of liability and indemnity

- (a) The only conditions and warranties which are binding on Anco in respect of:
 - (i) information, advice, recommendations or services supplied to the Buyer in relation to the Goods; or
 - (ii) the suitability, use, quality or condition of the Goods or services,

are those applying by operation of law and required to be binding (including the ACL and the *Trade Practices Act 1974*). All other warranties and conditions are excluded.

- (b) To the extent permitted by law, the liability of Anco and its employees or agents for a breach of any warranty or liability which by law cannot be excluded, restricted or modified, or under any express warranty, is limited, at Anco's option, to:
 - (i) in the case of Goods:
 - (A) the replacement of the goods or the supply of equivalent goods; and
 - (B) the payment of the costs of replacing the goods or of acquiring equivalent goods; and
 - (ii) in the case of services:
 - (A) the supplying of the services again; or
 - (B) the payment of the cost of having the services supplied again.
- (c) Other than as provided in this clause 17, Anco, its employees or agents shall not be liable for any loss or damage (including any consequential loss or damage) of any kind whatever, even if due to the negligence of Anco, its employees or agents.
- (d) The Buyer acknowledges that the Buyer does not rely on the skill or judgment of Anco as to whether or not the Goods are fit for any particular purpose and that the sale of the Goods is not a sale by sample.
- (e) The Buyer indemnifies Anco from every liability, loss, damage, cost or expense directly or indirectly incurred or suffered by Anco caused by or contributed to by any of the following:
 - (i) Anco complying with any instruction of the Buyer about the Goods (including without limitation, delivery on site);
 - (ii) the Buyer's failure to:
 - (A) comply with any law about the Goods or their use (for example, their sale, marketing, labelling or marking); or
 - (B) take any reasonable precaution to detect any matters in relation to which Anco may become liable in any way (for example, under Part VA of the *Trade Practices Act 1974 (Cth)*);
 - (iii) the Buyer making any statement about the Goods (for example, about their performance or characteristics) without Anco's approval;
 - (iv) the use or operation of the Goods by the Buyer; and
 - (v) any negligence or breach of duty by the Buyer or any breach by the Buyer of these terms.

18 Guarantee

- (a) The Guarantor irrevocable and unconditionally agrees and undertakes to guarantee the due and punctual performance of all the Buyer's obligations under these terms.
- (b) The unconditional and irrevocable guarantee for payment of all the financial obligations of the Buyer to Anco granted by the Buyer's director(s) in consideration of Anco agreeing to supply Goods to the Buyer pursuant to the Terms (**Guarantee**) shall be a continuing security and shall not be discharged by any intermediate settlement of the Buyer's account.
- (c) The Guarantee shall endure for the benefit of Anco, its successors and assigns, and can be assigned in whole or in part without notice to the Buyer, to its parent company or any associated companies.
- (d) Where two or more directors have granted the Guarantee the obligations shall take effect as joint and several obligations and the Guarantee shall not be revoked or impaired as to any of the guarantors by the death, incapacity, or insolvency of the other.

19 Notices

- (a) A notice, consent or other communication under these terms of sale is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or fax. If it

is sent by mail, it is taken to have been received 3 working days after it is posted. If it is sent by fax, it is taken to have been received when the addressee actually receives it in full and in legible form.

- (b) A person's address and fax number are those set out in the quotation or Invoice. Anco may send a notice to the Buyer's last known address.

20 Governing law and jurisdiction

- (a) These terms of sale are governed by the law in force in the State of Victoria.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in State of Victoria, and any court that may hear appeals from any of those courts, for any proceedings in connection with these terms, and waives any right it might have to claim that those courts are an inconvenient forum.

21 Waiver

- (a) A right of Anco may only be waived in writing, signed by Anco.
- (b) No other conduct of Anco (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right.
- (c) A waiver of a right by Anco on one or more occasions does not operate as a waiver of that right if it arises again.
- (d) The exercise of a right by Anco does not prevent any further exercise of that right or of any other right.

22 GST on claims

- (a) If a payment to satisfy a claim or a right to claim under or in connection with these terms (for example, for misleading or deceptive conduct or for misrepresentation or for a breach of any warranty or for indemnity or for reimbursement of any expense) gives rise to a liability to pay GST, the payer must pay, and indemnify the payee on demand against the amount of that GST.
- (b) If a party has a claim under or in connection with these terms for a cost on which that party must pay GST, the claim is for the cost plus all GST (except any GST for which that party is entitled to an input tax credit).
- (c) If a party has a claim under or in connection with these terms whose amount depends on actual or estimated revenue or which is for a loss of revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST (whether that amount is separate or included as part of a larger amount).

23 Anco's rights

Any right that Anco may have under these terms of sale is in addition to, and does not replace or limit, any other right that Anco may have.

24 Severability

Any provision of these terms which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make these terms enforceable, unless this would materially change the intended effect of the terms.

25 Variation

Anco is entitled to vary these terms at any time by giving the Buyer 7 days' written notice.

Schedule APPLICATION FOR CREDIT AND GUARANTEES

Date:

Referred By:

REGISTERED:		ABN/ACN:	
AND/OR:			
TRADING NAME:			
POSTAL ADDRESS:		POSTCODE:	
BUSINESS ADDRESS:		POSTCODE:	
REGISTERED ADDRESS:		POSTCODE:	
EMAIL ADDRESS			
TELEPHONE: BUSINESS:		MOBILE:	FAX:

ARE YOU A:

- Sole Trader
 Private Company

- Partnership
 Public Company

DIRECTORS:

FULL NAMES AND ADDRESSES OF DIRECTORS, PARTNERS

1.	DIRECTOR'S NAME:		DIRECTOR'S SIGNATURE:	
	ADDRESS:			RENTED / OWNED
	DRIVER'S LICENCE NO:		DATE OF BIRTH:	
	PHONE NO:		MOBILE:	
2.	DIRECTOR'S NAME:		DIRECTOR'S SIGNATURE:	
	ADDRESS:			RENTED / OWNED
	DRIVER'S LICENCE NO:		DATE OF BIRTH:	
	PHONE NO:		MOBILE:	
3.	DIRECTOR'S NAME:		DIRECTOR'S SIGNATURE:	
	ADDRESS:			RENTED / OWNED
	DRIVER'S LICENCE NO:		DATE OF BIRTH:	
	PHONE NO:		MOBILE:	
4.	DIRECTOR'S NAME:		DIRECTOR'S SIGNATURE:	
	ADDRESS:			RENTED / OWNED
	DRIVER'S LICENCE NO:		DATE OF BIRTH:	
	PHONE NO:		MOBILE:	

FINANCIAL DETAILS

BANK:	BRANCH:	PHONE NO:
ARE BUSINESS PREMISES OWNED OR LEASED?		YES / NO
IF OWNED, ARE PREMISES SUBJECT TO MORTGAGE OR CHARGE?		YES / NO
IS THERE ANY OTHER CHARGE OF MORTGAGE ON THE BUSINESS ASSETS?		YES / NO
IF YES, PLEASE DETAIL:		
DOES ANY FINANCIAL INSTITUTION, COMPANY OR PERSON HOLD PERSONAL GUARANTEES OR OTHER FORMS OF SECURITY FROM YOU PERSONALLY, YOUR SPOUSE OR YOUR COMPANY?		YES / NO
IF SO, PROVIDE DETAILS:		
PLEASE DETAIL WHAT SECURITY IS AVAILABLE:		
GUARANTEE AND INDEMNITY	<input type="checkbox"/>	
BANK GUARANTEE	<input type="checkbox"/>	
OTHER (SPECIFY)	<input type="checkbox"/>	

DISCLOSURE OF INFORMATION

Each of the Director's consent that Anco may seek consumer credit information (**Section 18K (1) (b) Privacy Act 1988.**) Also exchange information with other credit providers (**Section 18N (1) (b) Privacy Act 1988.**) The Director agrees that Anco may be able to retrieve a consumer credit report, to collect overdue payments on commercial credit (**Section 18K (1) (h) Privacy Act 1988.**) The Director also consents that Anco can use the Directors personal information for marketing purposes.

**IMPORTANT NOTICE
SECURITY**

In consideration of Anco having agreed to sell goods and extend credit, the Director/s hereby charge with payment of all monies which at any time or from time to time are owing and payable or owing but not then presently payable by the Director/s or the Buyer whether alone or jointly and severally with any person to Anco (and where this application is signed by more than one person jointly and severally charge) as beneficial owner all freehold and leasehold interests in land which the Director/s now has or may acquire.