

Account Code:

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OFFICE USE ONLY

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All sections to be completed in full with block letters.

SECTION 1: Details of the Applicant please ✓

Company	Partnership	Sole Trader	Trust	Co Operative	Other	
Registered Name:						
Trading Name:				ABN/ACN:		
Business Address:	Suburb:	State:	Postcode:	Loading dock:		
Telephone:				E-mail:		
Delivery Instructions:						

SECTION 2: Details of Directors / Partners

1 Surname:	Given Names:				
Home Address:	Suburb:	State:	Postcode:		
Telephone:				Date of Birth:	
Mobile:				Drivers Licence Number:	
2 Surname:	Given Names:				
Home Address:	Suburb:	State:	Postcode:		
Telephone:				Date of Birth:	
Mobile:				Drivers Licence Number:	

SECTION 3: Business Details

Type of Business :	Commencement Date:	Opening times :	
Has the Business always traded under this name?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If 'No', what was the previous name?	
Date when Business was transferred (to new owner):			
Financial Institution Details:	Bank:	Branch:	
	BSB:	Account Number:	
Accounts Payable Contact:	Telephone:	Facsimile:	
Authorised Manager:	Telephone:	Facsimile:	

SECTION 4: Confirmation and Indemnity (directors/partners/proprietors/trustees to sign below)

INDEMNITY

In consideration of Sydney Food & Packaging Wholesalers Pty Ltd (SFPW) agreeing to supply products on credit to the Applicant, the undersigned ("guarantor") being a director/partner/proprietor/trustee of the Applicant, agrees:

- To indemnify SFPW and keep indemnified against any claim, action, damage, cost, charge, expense, outgoing or payment, or loss that SFPW may suffer, incur or be held liable for, by reason, of the Applicant not paying, when due, any amounts owing by the Applicant to the SFPW whether for products supplied to the Applicant by the SFPW or any other account or any information given by the Applicant not being true and accurate or the Applicant or indemnifier breaching any of the terms and conditions of the agreement.
- That any loss SFPW may suffer includes the amount owing by the Applicant to SFPW together with any expenses incurred by SFPW in seeking payment including costs, commissions, any interest charged and fees charged by SFPW.
- That a statement in writing given by SFPW to the guarantor that any amount owing by the Applicant to SFPW will be accepted by the guarantor as prima facie evidence of the amount owing.
- That if this indemnity is signed by more than one person, each person is jointly and severally liable with each person for all amounts payable pursuant to this indemnity and SFPW may seek payment pursuant to this indemnity from any or all such persons before seeking payment from the Applicant.
- That SFPW may place a caveat over property owned by the guarantor until such debt is extinguished in full.
- The Applicant consents to SFPW making such enquires as it thinks fit from time to time as to the financial position of the Applicant including the obtaining of personal credit information from a credit reporting agency to assess such financial position of the Applicant and if the Applicant considers it relevant to collecting overdue payments in respect of credit provided to the Applicant, the Guarantor agrees to SFPW receiving from a credit reporting agency a credit report containing personal information about the Guarantor in relation to collecting overdue amounts.

SFPW warrants that the Guarantor has read, understood and accepted the indemnity and agrees to be bound by the agreement in accordance with its terms.

The Applicant warrants that:

- I/ We make this application on behalf of the Applicant for a Credit Account with ('SFPW').
- I/ We have read the application form and the General Terms and Conditions of Sale which are attached hereto and upon due consideration to its contents, acknowledge that such terms and conditions apply to all contracts entered into between 'the Applicant' and SFPW, unless varied in writing;
- The foregoing information that I/ We have supplied is true and accurate in all respects;
- I/ We are authorised by 'the Applicant' to provide the information contained herein, to make this application and to agree to the terms specified herein;
- 'The Applicant' will advise SFPW by registered mail or facsimile immediately upon any material change to the foregoing information;
- The supply of credit by SFPW to 'the Applicant' following upon consideration of this application is at the absolute discretion of SFPW and may (as regards future supply of credit) be cancelled or varied by SFPW at its absolute discretion, at any time.

For and on behalf of the Applicant:

Name	Signature
Position Held:	Date:
Name	Signature
Position Held:	Date:

SECTION 5: Trade References [MINIMUM OF 3 REQUIRED]

Company Name:	Contact:	Telephone:
Company Name:	Contact:	Telephone:
Company Name:	Contact:	Telephone:

General Terms and Conditions of Sale

- 1 Credit Agencies
The Applicant agrees and consents to the Privacy Act 1988
 - a SFPW may make inquiries as to credit and financial position of the Applicant and using such information, including exchanging information disclosed in the Application, as it sees fit from time to time including to assess this Application.
 - b SFPW obtaining and or giving commercial references from time to time including notification of a default by the Applicant.
 - c SFPW receiving from a credit reporting agency a credit report containing personal information about the Applicant, its directors, principals in relation to collecting overdue amounts.
- 2 Quotations made by SFPW are on the condition that the following provisions (and any other terms notified in writing by SFPW from time to time) shall apply to all orders given to and accepted by us, unless they are expressly excluded or varied in the quotation or otherwise in writing signed by SFPW. A quotation is not an offer by SFPW to sell and may be withdrawn or varied without notice.
- 3 Accepting goods shall indicate the customer's acceptance of these terms. All orders will be executed at prices ruling at the time of dispatch. SFPW reserves the right to withhold supply if settlement terms have not been adhered to.
- 4 References to amounts owing to SFPW for products and services, and payment in respect thereof, include all Government taxes and imports in respect of such products and/ or services levied from time to time, including but not limited to Goods and Services Tax, at the rates so legislated.
- 5 Payment terms are strictly COD (cash on delivery) unless otherwise agreed in writing between the customer and SFPW. If terms have been otherwise agreed and SFPW does not receive payment within those terms then the customer shall pay SFPW:
 - a A default penalty at the rate of 3% per annum above SFPW's reference lending rate for overdraft facilities (calculated on a daily basis) on the unpaid portion of any amount due to SFPW, computed from the 'due date' until payment.
 - b All costs incurred by SFPW in recovering any outstanding monies including debt collection agency fees, solicitor costs or any other payment of any amount due in relation thereto.
- 6 The parties to this agreement agree to be bound by the jurisdiction of the Courts of New South Wales and any proceedings and matters relating hereto shall take place in Sydney

Subject to any rights or remedies which arise under the Trade Practices Act or any other Federal, State or Territory laws which may not be excluded, where any right or remedy may be excluded or limited, SFPW hereby excludes all such rights or remedies and limits its liability under such rights or remedies which are not capable of exclusion to the maximum extent permitted by law. Subject to:
 - 7 a SFPW will not recognise claims which are not received within 72 hours of the time of delivery of any goods;
 - b As every care is used in the packaging of goods, no responsibility is taken for any loss or damage which occurs in transit;
 - c No warranty, condition, undertaking or loan, express or implied, statutory or otherwise as to the condition, quality, performance, merchantability or fitness for purpose of the goods is given or assumed and all such warranties, conditions, undertakings and terms are hereby excluded, not withstanding anything else contained in those terms. SFPW and its agents shall not be liable for loss of profits or contracts or loss of use or for any indirect economic or consequential loss whether arising from negligence, breach of contract or of statutory duty or otherwise howsoever;
 - d Every effort will be made to collect deliveries on time. Failure to do so due to circumstances outside SFPW's reasonable control including, but not limited to, strikes, lockouts, raw material shortages, accidents or breakdowns of plant or machinery, does not constitute a breach of contract;
 - e SFPW will accept no claim for shortages unless endorsed on the delivery docket and invoice at the time of delivery. The number of cartons must be checked at the time of delivery.
- 8 Subject to the above, the customer shall indemnify and keep indemnified and hold SFPW harmless from and against all liabilities, losses, damages, costs or expenses incurred or suffered by SFPW and from and against all actions, proceedings, claims or demands made against SFPW arising as a result of:
 - a The customer's failure:
 - (i) to ensure that any safety markings on the goods are adequately displayed;
 - (ii) to comply with any legislation as to the labelling or marking of foods;
 - (iii) to take any other reasonable precautions either to bring to the attention of any potential users of the goods any dangers associated with the goods, or to detect any matters in relation to which SFPW may become liable, including, without limitation, liability, under Part VA of the Trade Practices Act: or
 - (iv) otherwise to comply with any laws, rules, standards or regulations applicable in relation to the goods or the use of the goods;
 - b any other negligence or other breach of duty by the customer; or
 - c any compliance or adherence by SFPW with any instructions of the customer in relation to the goods or their manner of preparation.
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 - a Risk in the goods shall pass at the time of delivery by SFPW either at the place of unloading if transport is affected by SFPW, or its agent, or at the place of loading at SFPW's premises if transport is affected by the customer or its agent.
 - b Title to the goods shall remain with SFPW until payment in full for monies owing by the customer to SFPW on any account. Prior to such payment in full, the customer shall hold all goods supplied by SFPW as bailee for SFPW. If the goods are sold or disposed of by the customer prior to such payment in full, any amount received by the customer shall be set aside and held in trust by the customer for SFPW pending payment in full.
 - c If any payment by the customer to SFPW is overdue, in whole or in part, or the customer is otherwise in default under any contract with SFPW, or the customer shall go into liquidation, become insolvent or suffer some form of insolvency administration, all sums then owing by the customer to SFPW shall become immediately due and payable and SFPW may (without prejudice to any of its other rights) recover and resell the goods and may, for the purpose, enter upon the customer's premises by its servants or agents. SFPW is irrevocably authorised to affect such entry, and to use the name of the customer and to act on the behalf of the customer, if necessary, to recover possession of the goods.
 - d SFPW shall insure the goods until delivery. The customer shall effect and maintain adequate insurance against loss or damage to the goods between the time of delivery and passing of title in a full and proper amount. If the proceeds of such insurance are received prior to payment in full for the goods, such proceeds shall be held by the customer as trustee for SFPW and shall at the option of SFPW, be applied in or towards such payment.

To be completed by SFPW Sales Representative

Comments:

Submitted By: _____ Signature: _____ Date: _____

SFPW Credit Department to complete

Payment Terms: _____ Credit limit _____

COD / 7 Days / 14 days / 30 Days \$ _____

Comments:

Drivers licence **Yes** **No** Business registration certificate **Yes** **No**

Approved By: _____ Signature: _____ Date: _____

FIRST 2 DELIVERIES WILL BE STRICTLY CASH ON DELIVERY ONLY

