



**ALASYA BAKERY
HAND – MADE
WOOD-FIRED TURKISH BREAD
SINCE 1978**



Food Safety
CODEX
HACCP
SAI GLOBAL
HCV 20376

CREDIT APPLICATION FORM

...THIS FORM MUST BE COMPLETED AND RETURNED BEFORE DELIVERY CAN COMMENCE...

SECTION A: ORGANISATION & PERSONAL DETAILS

1. Trading / Business Name

2. Trading / Postal Address

3. Trading / Delivery Address

4. Please Tick Applicable Trading Days: Monday to Friday Saturday Sunday

5. Contact Details:

a. Phone No. ()

b. Fax No. ()

c. E-Mail

d. Mobile

6. Type of Business (Please Circle): Company Partnership Sole Trader Other

a. A.C.N (If Company)

b. A.B.N

7. Registered / Company Name

8. Registered Office Address

9. Directors / Proprietors Name(s) & Contact Details

a. Name Date of Birth Drivers License No Home Add:

b. Name Date of Birth Drivers License No Home Add:

10. Account Details

- a. Name of Individual responsible for accounts payable
- b. Phone Number
- c. Fax Number
- d. E-mail
- e. Preferred method of statement delivery (Please Circle): i. Post ii. E-mail
- f. Preferred Payment Frequency: (Please Circle)

Daily (COD)

Weekly (Friday)

Monthly - **Monthly statements must be settled within 14 days from receipt of statement**

- g. Preferred Payment Method (Please Circle):

COD

Cheque: Bank: _____

Account Name: _____

BSB Number: _____

Account Number: _____

Direct Debit: Company Name: _____

Visa / Master Card

11. Monthly Credit Requirement \$

SECTION B: OPERATIONS DETAILS

- 1. Date Established
- 2. Nature of Business
- 3. Previous Trading Name

SECTION C: FINANCIAL DETAILS

- 1. Trade References
 - a. Phone () Fax ()
 - b. Phone () Fax ()
 - c. Phone () Fax ()

SECTION D: COMPANY SEARCH AND DEFAULT REPORT

Prior to a trade account being granted all available credit checks will be carried out.

SECTION E: TERMS & CONDITIONS

1. In this document ("Terms and Conditions"):
 - (a) "**Application**" means the application by the Buyer to the Seller for commercial credit;
 - (b) "**Contract**" means the contract formed between the Seller and Buyer by an Order placed by the Buyer;
 - (c) "**Buyer**" means the person placing an Order with the Seller;
 - (d) "**Goods**" means any goods, products or materials to be supplied by the Seller;
 - (e) "**Order**" is defined in clause 2(a);
 - (f) "**Order Acknowledgement**" is defined in clause 2(b);
 - (g) "**Statutory Provisions**" means the Trade Practices Act 1974, any statutory amendment or re-enactment of it for the time being in force and any other relevant and applicable State and/or Commonwealth legislation;
 - (h) "**Returnable Items**" shall mean pallets, and slip sheets used by the Seller to deliver the Goods to the Buyer.
2. **Orders, Order Acknowledgements, and Contract**
 - (a) An order or an offer to purchase must be made by the Buyer in writing (fax) or verbally (phone call)
 - (b) An Order is accepted when the Buyer receives from the Seller an order acknowledgement verbally or delivery, whichever first occurs.
 - (c) When an Order is accepted by an Order Acknowledgement the Contract will be wholly documented by (in descending order of precedence) any specific term(s) agreed in writing, the Order Acknowledgement and these Terms and Conditions.
 - (d) Previous dealing between the Seller and the Buyer shall not have any effect on the Contract.
 - (e) Trade custom and/or trade usage is superseded by the Contract and shall not be applicable in the interpretation of the Contract.
 - (f) A Contract constitutes the entire agreement between the Seller and Buyer with respect to the Goods supplied under the Contract. All prior negotiations, proposals and correspondences are superseded by that Contract and these Terms and Conditions will in all circumstances prevail over the Buyer's terms and conditions or purchase (if any).
3. **Delivery**
 - (a) The Seller will make all reasonable efforts to have the Goods delivered to the Buyer or his designated agent on the date agreed between the parties, but the Seller shall not be liable for any failure to deliver or delay in delivery for any reason.
 - (b) Delivery shall be deemed to have taken place at the time of physical taking of the Goods by the Buyer or by a carrier, whether engaged by the Seller or by the Buyer
4. **Risk**
 - (a) Where the Seller has agreed that the delivery is to be FIS (Free In Store) then risk in the Goods passes to the Buyer when the Goods are made available for unloading by the Buyer at the agreed place of delivery.
 - (b) In all other cases, Risk in the Goods passes to the Buyer upon delivery at the Seller's premises (including all risks associated with unloading) or upon title in the Goods passing to the Buyer, whichever is earlier.
5. **Prices**
 - (a) Unless otherwise agreed in writing, the price charged for the Goods shall be price ruling as determined by the Seller at the date of delivery. Any price indications or price lists are subject to alteration in accordance with the price ruling at that date.
 - (b) Where a transaction tax, including a goods and services tax and any other transaction taxes that comes into existence after the date of these Terms and Conditions, applies to any supply made under these Terms and Conditions, the price charged for the Goods will be exclusive of that transaction tax. The Seller may recover from the Buyer, at the time of payment under clause 6 an additional amount on account of that transaction tax.
6. **Payment**
 - (a) Where the Seller has granted the Buyer credit, payment of Goods must be made in full (without any set off) and received by the Seller by the last business day of the fortnight following the day of delivery unless otherwise identified by the Seller on any statement of account or invoice. Payment is only received by the Seller when it receives cash or when the proceeds of any other methods of payment are credited to the Seller's bank account.
 - (b) Where the Buyer has not met Clause 6(a), a \$10.00 account keeping fee will be charged to the Buyer's account.
7. **Title**
 - (a) The legal and equitable title to the Goods will only be transferred from the Seller to the Buyer when the Buyer has met and paid all that is owed to the Seller on any account whatsoever.
 - (b) The buyer acknowledges that until the Buyer has met and paid all that is owed to the Seller on any account whatsoever, the Buyer holds the Goods as bailee for the Seller and that a fiduciary relationship exists between the Buyer and the Seller.
 - (c) Despite paragraph 7(a), the Buyer may sell as fiduciary agent for the Seller the Goods to a third party in the normal course of the Buyer's business provided that where the Buyer is paid by that third party, the Buyer holds the proceeds of sale to the extent of the amount owing by the Buyer to the Seller at the time of receipt of such proceeds on trust for the Seller. The Buyer must keep those proceeds separate on trust for the Seller and not mix those proceeds with any other monies.

8. Credit

- (a) The Seller may grant the Buyer credit upon the Terms and Conditions on the basis of the Application and such other documents and information as may be required by the Seller.
- (b) Until the Seller grants the Buyer credit by notice in writing, the Seller will only supply Goods to the Buyer on the basis of cash in advance.
- (c) The Buyer must notify the Seller in writing if there is any change in the shareholding or ownership of the Buyer or any material change in the Buyer's financial position.

9. Force Majeure

The Seller is not liable for failure to perform the Contract to the extent and for so long as its performance is prevented or delayed because of:

- (a) circumstances outside the Seller's control;
- (b) failure of the Seller's machinery; or
- (c) failure of the supplier to the Seller.

10. Statutory Provisions

These Terms and Conditions: -

- (a) are subject to the Statutory Provisions;
- (b) shall not exclude, limit, restrict, or modify the rights, entitlements and remedies conferred on the Buyer or the liabilities imposed upon the Seller by any condition or warranty implied by the Statutory Provisions rendering void or prohibiting such exclusions, limitation, restriction or modification. Insofar as any such condition or warranty can be: -
 - i. excluded – it is hereby excluded; or
 - ii. limited, restricted or modified – it is hereby limited, restricted or modified to the fullest extent permitted by law.
- (c) Subject always to clause 10(a), and where permitted by law, where there is an inconsistency between these Terms and Conditions and the Statutory Provisions then these Terms and Conditions shall prevail;
- (d) These Terms and Conditions supersede and exclude all prior and other discussions, representations (contractual or otherwise), and arrangements relating to the supply of the Goods, including, but not limited to, those relating to the performance of the Goods or the results that ought to be expected from using the Goods.

11. Warranties and Liability

- (a) The Seller warrants that the Goods supplied are of merchantable quality.
- (b) The Seller's liability for breach of sub clause 11(a) or a condition or warranty implied into this Contract by law including, without limitation, the Statutory Provisions (other than a condition implied by Section 69 of the Trade Practices Act) is limited to any one of the following as determined by the Seller: -
 - i. For goods, products or materials – the cost of replacement of the defective Goods as soon as reasonably practicable, the repayment (or allowance) of the invoice price of the defective Goods;
- (c) The Buyer will examine the Goods for defects and shall notify the Seller of any defects in writing within 24 hours of Delivery. If the Buyer does not notify the Seller within 24 hours of Delivery, the Buyer shall be deemed to have accepted the Goods to be of merchantable quality and free of defects and agrees that the Buyer is prevented from subsequently pleading otherwise.
- (d) To the extent the law permits, the Buyer agrees that the Seller is not liable to the Buyer (and any party claiming through the Buyer against the Seller) for consequential, special or indirect loss or damage of any kind howsoever arising and whether caused by a breach of any of the warranties, terms, conditions, or any other provisions of a Contract or from negligence, breach of statutory duty or other tort or otherwise related to a contract. Consequential, special or indirect losses will be taken to include but not limited to: -
 - i. Any loss of income, profit, revenue or business opportunity;
 - ii. Any loss in the nature of overhead costs;
 - iii. Any loss of goodwill or reputation, including, without limitation, any loss of value of intellectual property; and
 - iv. Any damages liquidated sums or penalties under any other agreement.
- (e) The Seller's liability for breach of Contract does not extend beyond the defective Goods to any other Goods that are part of an Order or otherwise;
- (f) The Seller assumes no liability whatever for any technical advice, recommendation, information (whether contained in data sheets or otherwise) or assistance given, or the results obtained there from, all such advice being given and accepted at Buyer's sole risk.

12. Default

- (a) The Buyer will be in default if:
 - i. The Buyer breaches any of the Terms and Conditions;
 - ii. Payment for the Goods has not been received by the Seller by the due date of payment;
 - iii. The Buyer being an individual commits an act of bankruptcy or becomes insolvent under administration;
 - iv. The Buyer being a body corporate becomes an externally-administered body corporate or has an application for winding up filed against it;
 - v. The Seller forms the opinion that the Buyer's credit worthiness or credit standing alters from that indicated in its Application
- (b) If one of the events described in clause 12(a) occurs, the Seller may without notice to the Buyer do any one or more of the following: -
 - i. Treat the whole of the Contract and any other Contract with the Buyer as repudiated and sue for breach of contract;
 - ii. Refuse to supply any Goods to the Buyer;
 - iii. Withdraw or vary any credit the Seller has provided to the Buyer;
 - iv. Make all monies owing by the Buyer to the Seller on any account immediately payable.

- 13. **Waiver** The Seller's failure at any time to insist on performance of any provision of these Terms and Conditions and/or Contract is not a waiver of the Seller's rights at any time later to insist on performance of that or any other provision.
- 14. **Costs** If default occurs and the Seller exercises any of its rights then the Buyer must also pay the Seller all costs and expenses incurred by the Seller in connection with the Contract including legal expenses (on a solicitor-client basis), stamp duty and costs incurred in the recovery of money owing by the Buyer to the Seller or in otherwise enforcing the Seller's rights against the Buyer under Contract.
- 15. **Shortages** The Buyer waives any claim for shortages of any Goods delivered if a claim in respect of short delivery has not been lodged with the Seller within 24 hours of the Date of Delivery.
- 16. **Applicable Law** The supply of Goods under these terms and conditions is governed by the law of the State from which the Seller supplied and the Seller and the Buyer submit to the non-exclusive jurisdiction of the Courts of that State.
- 17. **The Seller may Assign** without notice to the Buyer, the Seller may assign to any person this document and any Contract.
- 18. **Buyer may not Assign** This contract is personal to the Buyer which shall not assign its rights or delegate its performance hereunder without the consent in writing of the Seller.

19. **General Lien** in addition to any right of lien to which the Seller may be entitled under the common law, the Seller shall be entitled to exercise general lien over all items in its possession belonging to the Buyer until the Buyer has paid in full for all goods supplied by the Seller to the Buyer. The Seller may in its sole discretion sell any item that is subject to the said lien provided that the Seller shall pay to the Buyer any surplus proceeds that are realised by it from sale of any such items after discharging in full all monies outstanding to the Seller in respect of goods that have been delivered by it to the Buyer and all reasonable costs incurred by the Seller.

If the Application is successful, I / We agree to abide by the above terms and conditions.

AUTHORISED SIGNATORIES: Print Sign..... Date
Print Sign..... Date

SECTION F: COMPANY / TRUST GUARANTEES

If the Applicant is a Company, I / We personally guarantee payment of all debts of the Company which are resultant from this Application.

DIRECTORS SIGNATURES: Print Sign..... Date
Print Sign..... Date

FOR OFFICE USE ONLY
Application: Accepted / Rejected
Authorized By:.....
Date:
Entered:

