

New Customer Information Form/Credit Application

Company Details	1. Company Name: (*) _____ ACN _____ ABN: (**) _____ 2. Trading as: _____ Registered Business? Yes/No 3. Director/Owner details: Name: _____ Office Ph: _____ Address: _____ Mobile: _____ Name: _____ Office Ph: _____ Address: _____ Mobile: _____
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Contact Details	3. Business Address: _____ 4. Postal Address: _____ 5. Telephone: _____ 6. Fax: _____ 7. Email: _____ 8. Store Contact: <i>(First Point of contact will be the store number, please provide additional after-hour contacts should there be a problem)</i> Name: _____ Position: _____ Ph: _____ Name: _____ Position: _____ Ph: _____
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Delivery Details	9. Specific Instructions: _____ 10. Additional Information needed (i.e. pin numbers/access codes) _____ 11. Do you need us to pick up a key for early deliveries? Yes/No 12. Drop-off point (when no one in store): _____ 13. Earliest delivery time: _____ 14. Latest delivery time: _____ Note: Deliveries are made early in the morning, sometimes before 05:00 am. Please ensure to provide a safe place for the delivery as we can not be responsible for any missing products.
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Payment Details	Tax invoices will be provided with each delivery. Payment is due after 7 days unless specifically stated or requested and approved. Payment is accepted by cheque, cash and direct deposit to: ● Account Name: Rica Pastries Pty Ltd ● Financial Institution: Westpac ● BSB: 032 372 ● Account: 21 88 24
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Credit Application

Credit Line Details	15. Amount Requested: AU \$ _____ Trading Terms Requested: _____ days 16. How many years has this business been trading? _____ 17. If applicable, provide details of previous business _____ 18. Please provide trade references for current business which allowed you the same terms or better than those you now seek from us.
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	Referee's Details		Office Use
		Comments	Approved
a) Referee:	_____	Ph: _____	
Terms:	_____	Years Trading: _____	
b) Referee:	_____	Ph: _____	
Terms:	_____	Years Trading: _____	
c) Referee:	_____	Ph: _____	
Terms:	_____	Years Trading: _____	

I/We the undersigned fully acknowledge and accept that I/We have read and fully understood the accompanying Terms and Conditions of Sale, and in signing below I/We personally guarantee any current or future debts incurred by the business applying for credit in this instance. I/We also further knowingly consent to Rica Pastries Pty Ltd making whatever enquiring necessary in order to accurately assess the validity and truthfulness of the above replies.

Name: _____
 Position: _____
 Date: _____

Name: _____
 Position: _____
 Date: _____

*** TERMS AND CONDITIONS OF SALE***

1. Definitions

(a) "The Seller" shall mean Rica Pastries Pty Ltd (b) "The Buyer" shall mean the Person, Partnership, Company, their respective Agents or authorised employees, or any Body purchasing or offering to purchase Goods from the Seller. (c) "The Goods" shall mean the items described in the Invoice and offered for sale by the seller.

2.Price

(a) The price of the goods shall be the price determined by the Seller as at the date that the Seller accepts the Buyers order for the Goods. Unless otherwise stated the price shall be exclusive of Sales Tax or an other form of Government tax and those said taxes will be shown separately on the invoice and are payable by the Buyer upon the due date. (b) Unless expressly agreed to in writing by the Seller the amount payable by the Buyer is the amount shown as INVOICE TOTAL on the front of this Invoice.

3 Discounts and Deductions

No further discounts or deductions are applicable on this or any other of the Seller's Invoice save what has already been shown on the front of this Invoice under the heading DISCOUNT unless expressly agreed to in writing by the Seller. (b) Any Bonus or Free stocks are clearly shown as "0.00"cost under the EXSTENTION heading on the face of the Invoice are deemed to have been received upon the Buyer/s signed acceptance of this Invoice.

4. Payment Terms

(a) Payment Terms are as per shown on the face of the 7 days Invoice under the heading TERMS, but the Seller reserves the right to vary the terms of payment and to require the payment in cash in full prior to Due Date should the credit worthiness of the Buyer at any time become in the Seller's opinion risky or unsatisfactory. (b) Without limiting the generality of the forgoing the Seller shall be entitled to vary the terms of payment suspend further deliveries or terminate any contract at the Sellers discretion.

5. Overdue Accounts

(a) The Seller reserves the right to take the following action against any Buyer trading outside his Trading Terms:- (i) withhold supply and dispose of indent stock and/or stock order held (ii) institute immediate Legal action for recovery of total outstanding balance together with the Seller's total costs in such recovery (iii) terminate credit facilities (iv) enter any premises of the buyer without the risk of Trespass proceedings being instigated against the Seller or any of his authorised agents in order to repossess the Goods on this or any previous unpaid Invoice which are vested in the Seller.

6. Claims and Return of Goods

(a) Any claim by the Buyer for short or wrongful delivery of Goods must be notified to the seller in writing within 24 hours after delivery of the Goods to the Buyer or his agents, including any transport company or Rail Depot, and any claim which the Buyer does not notify the time aforesaid (time being of the essence) shall be deemed to have been absolutely waived. (b) Under no circumstances will the Seller accept Goods for return if such Goods have been removed from their original packaging rendering them unsaleable by the Seller. (c) Goods may only be returned for replacement or credit with the express authority of an authorised officer of the Seller only after appropriate Documentation is raised by the seller. (d) IN THE EVENT that this returned procedure is not adhered to, the Seller reserves of refusal and acceptance of the Goods and the responsibility for payment of the Goods and for all transportation including delivery and return of the Goods shall be borne by the Buyer in full.

7. Sale of Business

The Buyer shall advise the seller of any change in ownership of more than 10% of the shareholding of the Buyer's business . Notice is to be given in writing (registered mail or courier or return receipt) within 24 hours of such change eventuating. Should the Buyer fail to advise the seller, the buyer will continue to the financial guarantor of the account.

8. Risk and Responsibility

The risk and responsibility in the goods shall pass to the Buyer upon delivery of the Goods to the premises of the Buyer or his Agents including a Transport company or Rail Depot and must be paid for notwithstanding the destruction thereof or any damage thereto however caused.

9. Property in Goods

(a) Notwithstanding any agreed terms or payment the Goods are not sold or delivered on credit but on the condition that the ownership of the Goods shall remain with the Seller and no property in the Goods whether Legal or Equitable shall pass from the seller and that the Goods will be held by the Buyer as bailee and will be stored separately and in such a manner that they can be readily identified as the property of the Seller until payment of the full price has been received for (i) all goods subject of this Contract (ii) all other Goods the subject of any other Contract between the Seller and the Buyer (b) The Buyer shall immediately notify the Seller and shall, upon demand made orally or in writing by or on behalf of the Seller deliver the Goods or cause the Goods to be delivered to the Seller's order at the Buyer/s total expense:- (i) if the Buyer is unable for whatever reason to pay for the Goods on the due date (ii) if the Buyer goes into receivership or is declared bankrupt (or any equivalent thereof) or enters into a composition with creditors (iii) if a Buyer, being a company, goes into liquidation or receivership or is otherwise declared insolvent or prohibited from trading (c) In the event of the determination or repudiation of the Contract (however occurring) the Seller is hereby irrevocably authorised to enter any premises of the Buyer without risk of trespass in order to repossess the Goods and any other Goods in the Buyers possession the property in which is vested in the seller. (d) The Buyer will at all times keep the Goods free from and will indemnify the Seller against any charge. Lien or encumbrance thereon.

10. Waiver

Failure by the Seller to insist upon strict performance of any term and condition of the Contract shall not be deemed a Waiver thereof or of any right the company may have and no express waiver of any subsequent breach of any term warranty or condition.

11. Severability

The provision of this Agreement shall at all times be severable and the validity of any one provision shall not be deemed to affect the validity of the whole Agreement.

12. Entire Contract

The Terms and Conditions contained herein and on the face of the Invoice constitute a full and complete statement of the terms and conditions of Contract between the Buyer and the Seller arising out of the acceptance by the Seller of the Buyer's order for the Goods. (b) No term, condition, understanding, agreement or representation contained in an order for the Goods or as confirmed by the Buyer or in order or claim docket or as otherwise stipulated which is in conflict with or additional to the terms and conditions contained herein shall form part of the Contract or bind the Seller unless agreed to in writing by the Seller. (c) Any terms, conditions and warranties which may be implied by any Commonwealth or State Legislation are hereby negated and excluded from the Contract save to the extent that such terms and conditions and warranties cannot lawfully be excluded, restricted or modified by agreement.

13. Governing Law

Contract shall be governed by and construed in accordance with the Law of the State of NSW, (Australia), and the parties hereby submit to the jurisdiction of the Courts of the State.

14. Clerical Errors

Any Clerical errors on the part of the Seller are subject to correction without notice or responsibility on the part of the Seller.