



NIPPON FOOD SUPPLIES

Company Pty Ltd

JAPANESE FOODS SPECIALIST IMPORTER & DISTRIBUTOR



ABN 17 609 566 190

Sydney Branch

Unit 8 & 9 / 63 Campbell Road,
Alexandria NSW 2015
T: +61 2 8095 9522
E: info@nipponfoodsupsplies.com

Brisbane Branch

Unit 2 / 836 Boundary Road, Coopers
Plains QLD 4108
T: +61 7 3172 2711
E: brisbane@nipponfoodsupsplies.com

Perth Branch

165 Kewdale Rd, Kewdale WA 6105
Tel: +61 8 9353 6444
Email: per@nipponfoodsupsplies.com

Melbourne Branch

(T / A : TOKYO FOOD)
25 Winterton Rd, Clayton, VIC 3168
Tel: 0432 031 934
Email: info@tokyofood.com.au

Account Application Form

This form must be completed and signed by Director, Partner, Principal or Authorised Representative of the Applicant. **Please note that a copy of the Applicant's/Guarantor's photo ID (e.g. driver's licence or passport) must be submitted with this application form.**

A: Applicant's Details

Legal Name (Company Name): _____
(If applicable)

Trading as (Trading Name): _____

Nature of Business: restaurant take away grocery distributor other (_____)

Type of Business: company sole trader partnership trust other (_____)

ABN: _____ ACN: _____

Telephone No: _____ Mobile No: _____

E-mail Address: _____

Postal Address: _____

Delivery Address: _____

Liquor Licence Number: _____ Type of Licence: _____
(If applicable)

B: Contacts

(1) Director/Owner: (Mr/Ms) _____
Any other name (known as) / DD / MM / YYYY
(D.O.B: / /)

Mobile No: _____ Telephone No: _____

Residential Address: _____

E-mail Address: _____ ID No: _____
(e.g. Driver Licence, Passport)

(2) Accounts Payable Contact Person: (Mr/Ms) _____

Mobile No: _____ Telephone No: _____

E-mail Address: _____

(3) Purchasing Contact Person: (Mr/Ms) _____

Mobile No: _____ Telephone No: _____

E-mail Address: _____

C: References

Current References of 3 Active Trade Accounts:

	Company Name	Telephone No.	E-mail Address	Payment Term
(1)	_____	_____	_____	_____
(2)	_____	_____	_____	_____
(3)	_____	_____	_____	_____

D: APPLICANT(S) MUST READ AND SIGN

- (1) Have Applicants and/or Directors ever had BANKRUPTCY PROCEEDINGS issued against them? YES NO
- (2) I / We am / are authorised by the Applicant to make this application; and
- (3) I / We hereby certify that the information above is true and correct and that I/We have carefully read and accept the TERMS and CONDITIONS.
- (4) I / We hereby authorise NIPPON FOOD SUPPLIES COMPANY PTY LTD to make any credit enquiries deemed necessary to enable assessment of this application.

Dated this _____ day of _____ year _____

Applicant Signature: _____ Applicant Signature: _____

Full Name: _____ Full Name: _____

Position: _____ Position: _____

TERMS AND CONDITIONS

1. Definition

- 1.1 “Applicant” means the person/s, business entity or body (named on page 1 of the Agreement), applying for credit with Nippon Food Supplies Company Pty Ltd trading as Nippon Food Supplies/Tokyo Food.
- 1.2 “NFS” means Nippon Food Supplies Company Pty Ltd Trading as Nippon Food Supplies/Tokyo Food(ABN 17 609 566 190).
- 1.3 “Purchaser” means any person, representative, business entity or body that orders goods from NFS on behalf, or with the authorisation of, the Applicant, including but not limited to:
 - (1) the Applicant;
 - (2) a branch or subsidiary of the Applicant; or
 - (3) any other person, representative, business entity or body that performs such an action.
- 1.4 “Representatives” includes any broker, agent or other representative of NFS that is authorised to act on its behalf to the extent permitted by NFS.

2. Orders

- 2.1 The Applicant is liable to pay for any goods ordered by the Purchaser.
- 2.2 NFS and its Representatives reserve the right to accept or decline any order in whole or in part. Any order not accepted by NFS or its Representatives is deemed to be cancelled.
- 2.3 Acceptance of an order is subject to availability. If goods are not available for delivery by the estimated delivery date, NFS and its Representatives reserve the right to delay delivery until such time as goods are available.
- 2.4 In addition to and without prejudice to any other remedies NFS might have, NFS or its Representatives may cancel all or any part of an unfulfilled order made by the Purchaser, in the event that:
- (1) any money payable to NFS becomes overdue;
 - (2) in NFS reasonable opinion, the Applicant will be unable to meet its payments as they fall due;
 - (3) a resolution is passed for the winding up of the Applicant;
 - (4) the Applicant becomes insolvent within the meaning of the *Corporation Act*;
 - (5) a summons is filed seeking an order by any Court for the winding up, liquidation or dissolution of the Applicant;
 - (6) the Applicant, not being a company, dies or becomes bankrupt; or
 - (7) the Applicant is placed under some form of external administration or enters into a compromise or other arrangement with its creditors or receiver, or a receiver and manager is appointed to carry on its business for the benefit of its creditors.
- 2.5 All amounts owing to NFS shall, whether or not due for payment, immediately become payable upon NFS exercising its rights under clause 2.4.

3. Payments

- 3.1 Payment for all goods or services provided by NFS or its Representatives shall be made to NFS at the time of delivery (Cash on Delivery basis), unless alternative terms have been agreed by NFS in writing. If at any time, monies are not paid within the specified credit period, NFS considers itself justified in taking legal action to recover such outstanding monies.
- 3.2 If the account is disputed for any reason, payment of any disputed amount must be paid within the specified credit period and full details of the dispute should be sent immediately to NFS. Failure to comply may result in withdrawal of credit facilities. In circumstances where the dispute is justified because of an error by NFS, NFS will credit the Applicant's account accordingly.
- 3.3 Notwithstanding clause 3.1 above, NFS may require the Customer at any time to pay for the goods by cash in full, upon the delivery of the goods.
- 3.4 Payment of deposit may be required.
- 3.5 Interest may be charged at the rate of 3% above Westpac Small Business Overdraft rate per annum calculated on a daily basis on any amount due but unpaid by the Customer to NFS. Such interest is computed from the due date for the payment of the moneys in respect of which the interest is chargeable until payment in full of such moneys.
- 3.6 Any expenses, disbursements, incurred by NFS in the enforcement of any rights contained in this contract shall be paid by the Customer, including any solicitor's fee, debt collection agency fees and without limitation, any such other costs that a court or tribunal may direct.
- 3.7 This contract and matters related to supplies of any products shall be governed by and construed in accordance with the laws of the State or the Territory, from which such products are supplied
- 3.8 The ownership of any goods will remain at all times with NFS until the payment is made in full in respect of the goods by the Customer. The Customer shall in the meantime take possession of the goods and retain them as fiduciary agent and bailee of NFS.

3.9 In respect of the goods which the ownership have not transferred to the Customer, the Customer agrees that NFS shall have the right to enter the premises where the goods are kept, to remove any or all of the goods as NFS deems (in its sole discretion) appropriate for any reason at any time.

4. Withdrawal or suspension of credit and closure of account

4.1 NFS maintains the absolute discretion to withdraw or suspend credit without notice, for any reason, including, but not limited to, circumstances where the Applicant:

- (1) obtains credit by fraud or dishonesty;
- (2) fails to make payments as they fall due;
- (3) uses the credit facility in circumstances where NFS believes that the continued use of the credit facility may cause loss or damage to NFS; or
- (4) does not otherwise comply with this Agreement.

4.2 In the event that the Applicant's credit is withdrawn or suspended, NFS may:

- (1) require immediate payment of all outstanding amounts; and
- (2) decide whether or not to continue dealing with the Applicant on a Cash on Delivery (C.O.D) basis and to reinstate the Applicant's credit facilities once NFS has agreed to do so.

4.3 The Applicant's account may be closed at any time by either party, by giving a notice in writing. In such a case, the Applicant's account balance becomes due immediately.

5. Costs

5.1 The Applicant agrees to pay all expenses incurred by NFS in the course of recovering outstanding debts owed by the Applicant to NFS, including, but not limited to, legal fees, debt collection fees, interest in accordance with above clauses and such other costs that a court or tribunal may direct.

Directors Guarantee

In consideration of NFS agreeing to supply to the Applicant goods and/or services on credit at my/our request, I/we guarantee to NFS the due and punctual payments by the Applicant of all monies now and hereafter owing by the Applicant to NFS for, or in connections with, all goods and services supplied from time to time by NFS to the Applicant.

1. This guarantee shall be a continuing guarantee for all debts whatever and whenever incurred by the Applicant, and may only be terminated by giving NFS 30 days prior written notice of my/our request to be released from this guarantee, and if at that expiration of such period of notice all liabilities of the Applicant to NFS have been discharged then this guarantee shall cease to have effect upon written notice from NFS.
2. NFS may, at any time without notice to me/us, grant an extension of time (or any form of indulgence) to the Applicant, and accept payment from the Applicant in cash or by means of negotiable instruments. Such acceptance of indulgence will not in any way discharge me/us from the guarantor(s)' liability.
3. Payments received by NFS from the Applicant shall be applied by NFS as payment in gross and any right of subrogation which I/we may have shall not arise until NFS has received the full amount of monies owing to it and this guarantee shall, within the limits aforesaid, be a security to NFS for the payment of any ultimate balance that may remain outstanding.
4. Any demand against me/us pursuant to this guarantee shall be made by way of written notice which shall be sufficiently served if forwarded to me/us by email or prepaid post at the address(es) listed below.

Date this _____ day of _____ year _____

Guarantor Signature _____ Guarantor Signature _____

Full Name: _____ Full Name: _____

Position: _____ Position: _____

Residential Address: _____ Residential Address: _____

Email Address: _____ Email Address: _____

ID No: _____ ID No: _____
(Driver Licence, Passport) (Driver Licence, Passport)

Signed in the presence of:

Witness Signature: _____ Full Name: _____

Residential Address: _____