

# RAW MATERIALS

138 Cowper St, Footscray, Vic 3011  
PO Box 133, Seddon West, Vic 3011  
Freecall: 1300 305 129 or +61 3 9689 0466  
Fax: +61 3 9689 0622  
Email: sales@rawmaterials.com.au  
www.rawmaterials.com.au

## CUSTOMER INFORMATION FORM

Business Name: \_\_\_\_\_ ABN: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

Extra delivery info - Please list delivery point, closed days & trading hours if outside standard business hours

Registered Company Name: \_\_\_\_\_

Postal Address: *if different from above* \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

### Contact - Orders

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone/Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

### Contact – Accounts *if different from above*

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone/Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

### Payment options :

Pre Pay via EFT ☐ Pre Pay via C/Card ☐ Credit Terms\* ☐

\*once credit application forms are completed you will receive notification if terms are approved

### Supermarket customers:

Metcash No: # \_\_\_\_\_ Charge Through ☐ Cross Dock\* ☐ \*not avail in SA

Supermarkets West No: # \_\_\_\_\_

I have read the "Information for Customers" and "Conditions of Sale" on page 2 and agree to be bound by them.  
The above information has been completed by:

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Full Name: \_\_\_\_\_

Position: \_\_\_\_\_

### Office Notes:

State: \_\_\_\_\_ Rep: \_\_\_\_\_ Customer Type: \_\_\_\_\_

Band: \_\_\_\_\_ Chain: \_\_\_\_\_ Limit ☐ Policy ☐ Upload to Web ☐

Exo entered (initial & date): \_\_\_\_\_ Symphony ☐ Runs ☐

PLEASE NOTE: This is not an application for credit



## INFORMATION FOR CUSTOMERS

### Payment

If a customer is not wishing to pay via COD or Prepayment, credit application forms must be filled out. All sales remain COD or prepaid until a Credit Application has been approved in writing. All goods remain the property of Raw Materials until paid in full

### Credit Notes

Any discrepancies or feedback regarding your order needs to be reported within 48 hours of the delivery otherwise it is accepted that the goods were received and in good order as invoiced. Unsatisfactory product must be returned for a credit to be provided and or replacement stock

### Delivery

Raw Materials does its best to ensure that your order will arrive in the best possible condition at the correct delivery address and at the correct time

If a customer does not trade standard business hours (9-5 Mon-Fri) – an alternate drop off point must be nominated. If an alternate address is used the account will be treated as prepaid

Any circumstance where a customer does not accept delivery at the time and then wants it resent may incur additional delivery charges

Any deliveries left by customer request in a specified area, are the responsibility of the customer

Freight charges do apply to most areas – please check with your rep or the office for your applicable rates

A minimum spend is required to avoid handling charges – please check with your rep or the office for your applicable minimum spend and handling charge costs

### Quality control

Raw Materials has full HACCP certification

Raw Materials go to great lengths to ensure that our product is of premium quality

If there is any problem with the product we will credit you and wherever possible arrange for replacement product to be sent to you at our expense

It is essential that the unsatisfactory product be returned to us so that we can do our utmost to ensure that the problem does not occur again

### Order placement

Orders can be phoned through on p: 1300 305 129 / 03 9689 0466, faxed on 03 9689 0622, emailed to sales@rawmaterials.com.au or placed via the website www.rawmaterials.com.au Raw Materials sales office hours are: Monday – Friday 8.30am-5.00pm EST

## CONDITIONS OF SALE

### 1. DEFINITIONS

In these conditions:-

- 1.1. **“Raw Materials”** means Raw Materials Pty Ltd ABN 83 662 641 088;
- 1.2. **“You”** means the person who places an Order, or on whose behalf an Order is placed, for Goods with Raw Materials;
- 1.3. **“Goods”** means the goods described on the front or in the Order;
- 1.4. **“Order”** means an order for Goods submitted by You to Raw Materials;
- 1.5. **“Invoice”** means Raw Materials invoice to You;
- 1.6. **“Charges”** means the price agreed in writing between the parties or, in the absence of such agreement, the amount calculated under Raw Materials current price list, plus any freight charges and any tax including a goods and services tax (“GST”) levied on a transaction of supply under these conditions.

### 2. RAW MATERIALS RIGHT TO REJECT AN ORDER

Raw Materials reserves the right to accept or reject your Order in whole or in part.

### 3. PAYMENT

- 3.1. You must pay the Charges by direct deposit, cheque, or cash within the terms of your agreement with Raw Materials....COD / (7) days from the date of Invoice/ (30) days from the date of Invoice.
- 3.2. Raw Materials may charge interest on any overdue payment at 3.5% calculated daily from the due date stipulated until payment.
- 3.3. You may not withhold payment of any amount of an Invoice.
- 3.4. Raw Materials prices represent the exclusive value of the supply for GST purposes unless specifically stated to include GST.

### 4. DELIVERY

Delivery takes place on the date and time the Goods are left by Raw Materials at the address nominated by you as the delivery address.

### 5. PROPERTY AND RISK

- 5.1. You accept the risk of loss, damage or deterioration of the Goods from the time of delivery.
- 5.2. Raw Materials reserves the following rights until you pay the Charges:
  - 5.2.1. Ownership of the Goods;
  - 5.2.2. The right to enter your premises (or the premises of any associated company or your agent where the Goods are held) without liability for trespass or any resulting damage and retake possession of the Goods; and
  - 5.2.3. The right to keep or re-sell Goods repossessed under clause 5.2.2.
- 5.3. If you fail to pay the Charges on the due date, then in addition to any other rights or remedies to which it is entitled, Raw Materials may in its absolute discretion:-
  - 5.3.1. Withhold supply and delivery of any further goods; or
  - 5.3.2. Enter upon your premises and remove the Goods.

### 6. EXCLUSIONS AND LIMITATIONS

- 6.1. Subject to 6.3, Raw Materials excludes from these conditions all conditions and terms implied by statute, general law or custom.
- 6.2. Subject to 6.3, Raw Materials excludes all liability to You for acts or omissions of Raw Materials, any delay, non-delivery or other failure to supply the Goods or any injury, loss or damage of any kind in tort (including negligence) or contract or otherwise arising out of the Goods on these conditions.
- 6.3. If the Goods are supplied to You as a “consumer” of goods or services within the meaning of “consumer” in the Trade Practices Act 1974 as amended or similar state legislation, nothing in these conditions excludes, restricts or modifies any condition, warranty, right or remedy conferred by the Trade Practices Act 1974 as amended or similar legislation.
- 6.4. If the Goods are goods not ordinarily acquired for personal, domestic or household use or consumption for the purposes of the Trade Practices Act 1974 as amended or similar legislation, Raw Materials liability is limited to the supply of the Goods again or payment of the cost of supplying the Goods.
- 6.5. The exclusions in 6.1 and 6.2 extend to loss of profits, business or anticipated savings or other indirect or consequential damage and to economic loss and even if Raw Materials knows they are possible or otherwise foreseeable.

### 7. PURCHASER'S ACKNOWLEDGEMENT

- 7.1. Despite anything else in these conditions, You acknowledge that:-
  - 7.1.1. prior to ordering the Goods You satisfied Yourself as to the their suitability for Your purpose; and
  - 7.1.2. Raw Materials has made no express warranty, condition or representation about the Goods' quality, fitness for purpose, safety or suitability.

### 8. USE-BY DATE

- 8.1. Goods must not be sold beyond their ‘use-by’ or ‘best-by’ date.
- 8.2. If You do not comply with clause 8.1, You must indemnify Raw Materials for any costs or expenses and any loss or damage resulting (directly or indirectly) from the sale by You of such Goods.

### 9. GENERAL

- 9.1. These conditions are governed and must be construed under the laws of the State of Victoria and Raw Materials and You submit to the exclusive jurisdiction of the Courts of that state.
- 9.2. If a condition or part is unenforceable the unenforceability does not affect any other part of the conditions or any other condition.
- 9.3. Raw Materials is not bound by any waiver, discharge or release of a condition or any agreement, which varies these conditions unless it is in writing, and signed for Raw Materials by an authorised officer.
- 9.4. If Raw Materials waives a breach of condition the waiver does not operate as a waiver of another breach of the same or any other condition or as a continuing waiver.