

APPLICATION FOR CREDIT ACCOUNT

Total forms to be read and signed 6 pages



Applied for: 1. Nett 7 day s [] 2. Nett 30 day s : []

(Note: TERMS nett applies to nominated days from **INVOICE DATE**)

APPLICANTS DETAILS:

Please indicate whether your business is a:

Public Company () Private Company () Partnership () Sole Trader ()

Company / Business Name:

Trading as:
.....

Nature of Business:

Period Established / Date of Incorporation:

ACN **ABN**

Registered Address:
.....

Suburb: State: Post Code

Tel. No. Fax No.

Email

Delivery Address:
.....

Suburb: State: Post Code

Tel. No. Fax No.

Email

Mobile No.

Postal Address (for invoicing)
.....

Suburb: State: Post Code

Accounts Payable Contact :
.....

Tel. No. Fax No.

Email

OTHER DETAILS:
Financial Institution: Branch:

Maximum credit sought \$ per week / per month:

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DIRECTORS/PARTNERS/PROPRIETORS DETAILS:

(1) Surname: Given Names

Residential Address:

Suburb P/Code Residential Tel. No.....

DOB Drivers Licence No: Expiry Date:

(2) Surname: Given Names

Residential Address:

Suburb P/Code Residential Tel. No.....

DOB Drivers Licence No: Expiry Date:

(3) Surname: Given Names

Residential Address:

Suburb P/Code Residential Tel. No.....

DOB Drivers Licence No: Expiry Date:

Have you ever been Bankrupt or made an accommodation If so, Supply details including date of Bankruptcy:
with your creditors?.....

What was the cause of Bankruptcy or Insolvency?.....

I have read the attached Information for Customers and Conditions of Sale and I agree to be bound by the terms and conditions set out therein.

Signed for and on behalf of [INSERT CO. NAME]

By;
[Signature of person authorised to sign on behalf of the Company]

.....
[Name of person authorised to sign on behalf of the Company]

Dated the day of 20.....

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Note: This Customer Credit Application will not be approved by Raw Materials Pty Ltd unless it is accompanied by a Guarantee & Indemnity in the form attached signed by all directors of the Company.

GUARANTEE AND INDEMNITY

To: Raw Materials Pty Ltd (ACN 092 160 800)
of: 138 Cowper Street FOOTSCRAY VIC 3011

In consideration of Raw Materials Pty Ltd ("Raw Materials") agreeing at my/our request to supply.....("the Customer") of("Location"), I/we agree with Raw Materials as follows:

1. I/we guarantee and am/are answerable and responsible to Raw Materials for the due payment by the Customer for all such goods as Raw Materials may from time to time at the Customer's request supply and deliver to the Customer.
2. This guarantee is a continuing guarantee to Raw Materials for the whole debt owed at any time by the Customer to Raw Materials.
3. I/we indemnify Raw Materials and Raw Materials' employees, servants and agents against all loss, damage, costs and expenses suffered or incurred by Raw Materials as a result of or in connection with any failure by the Customer to pay any money owing to Raw Materials in accordance with Raw Materials terms of trade.
4. I/we acknowledge that the guarantee and indemnity set out in Clause 1 will remain in full force and effect notwithstanding:
 - A. that Raw Materials may grant time or any other indulgence to the Customer in respect of all or any of the obligations of the Customer under any agreement between the Customer and Raw Materials;
 - B. that the Customer may avoid liability in respect of all or any of the obligations of the Customer on the grounds of lack of power or defect in execution of any Agreement by any party;
 - C. that the Customer commits any act of bankruptcy as defined in the Bankruptcy Act 1966 (Cth), makes a scheme or arrangement with creditors, or is placed in receivership, liquidation, administration or any form of insolvency administration; and
 - D. that Raw Materials for any reason has not exercised or does not exercise, all or any one or more of the rights or powers of Raw Materials against the Customer, or in respect of any other security or surety against which Raw Materials may claim to satisfy any liability of the Customer.
5. All dividends, compositions and payments received by Raw Materials from the Customer or from the Customer's estate, whether in bankruptcy or otherwise, shall be taken and applied by Raw Materials as payment without there being any deduction for any claim arising under this guarantee, and my right to be subrogated to Raw Materials for those payments does not arise until Raw Materials has received the full amount of all Raw Materials claims against the Customer.
6. Raw Materials may at any time or times in its absolute discretion, and without giving any notice whatsoever to me/us, refuse to supply further goods to the Customer without discharging or impairing my/our liability under this guarantee.
7. A change in the constitution of Raw Materials shall not impair or discharge my/our liability under this guarantee.
8. In order to give effect to this guarantee I/we declare that Raw Materials shall be at liberty to act as though I/we were a principal debtor and I/we waive all and any of my/our rights as guarantor which may at any time be inconsistent with any of the provisions in this guarantee and will not (unless Raw Materials consents in writing) claim payment of any money from the Customer.
9. I/we agree that the guarantee and indemnity set out in Clause 1:
 - (a) is in addition to and not in substitution for any other rights which Raw Materials may have under any agreement or otherwise at law or in equity;
 - (b) may be enforced against me/us without first having recourse to any such rights and without first taking any steps or proceedings against the Customer;
 - (c) where two or more persons are named as the Guarantors, is enforceable against each of us jointly and severally; and
 - (d) is a principle obligation of the Guarantors.

Dated the _____ **day of** _____ **20**.....

SIGNED SEALED AND DELIVERED]
by]
in the presence of:]

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by]
in the presence of:]

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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.

I have read the above Conditions of Sale and I agree to be bound by the terms and conditions set out therein.

Signed for and on behalf of [INSERT CO. NAME]

By;
[Signature of person authorised to sign on behalf of the Company]

.....
[Name of person authorised to sign on behalf of the Company]

Dated the day of 20.....

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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 re-sent 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

I have read the above Information for Customers and I agree to be bound by the terms and conditions set out therein.

Signed for and on behalf of [INSERT CO. NAME]

By;
[Signature of person authorised to sign on behalf of the Company]

.....
[Name of person authorised to sign on behalf of the Company]

Dated the day of 20.....