



3/3a Newcastle Crescent

Cavan SA 5094

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## COMMERCIAL CREDIT APPLICATION

<b>** Registered Company Name:</b>			
<b>Trading Name:</b>			
<b>ABN / ACN</b>			
<b>Address:</b>			
<b>Postal Address:</b>			
<b>Please Indicate:</b>	Company <input type="checkbox"/>	Partnership <input type="checkbox"/>	Sole Prop <input type="checkbox"/> Trustee Co <input type="checkbox"/> **
<b>Telephone:</b>		<b>Facsimile:</b>	
<b>Email:</b>			
<b>Accounts Contact:</b>			
<b>Estimated Monthly Purchases: \$</b>			

**Full name and residential addresses of all the Directors/Partners/Proprietors:**  
(Please attach a separate page if insufficient space)

Name	Residential Address	Home Telephone

**Please provide a minimum of three trade references:**

Company Name	Contact Name	Telephone No.
1.		
2.		
3.		

**\*\* Special Note:** if the Customer entity acts as, or is part of, a Trust/Nominee company then the provision of personal guarantee/s from the Trust Beneficiary / Beneficiaries is required to process this application.

## TERMS & CONDITIONS

**IN CONSIDERATION** of **Boutique Bread A.B.N. 98 094 730 953** (hereinafter referred to as “the Company”) granting trade credit to the party completing the application (hereinafter referred to as “the Customer”) annexed to these conditions, the Customer acknowledges and agrees:

- Credit facilities may be suspended or withdrawn by the Company at any time and without notice.
- These terms are effective from the date of acceptance by the Customer and may be amended or superseded from time to time by notice given by the Company by any means.
- Liability for accounts held in more than one name shall be joint and several.
- These Terms and Conditions take precedence over any terms and conditions set out in the Customer's Purchase Order, to the extent of any inconsistency.
- Any request from the Customer to the Company for the supply of goods or services shall constitute acceptance of these general terms and conditions.
- All prices shall be those referred to in the Company's price lists and / or arrangements and shall be subject to change without notice.
- To notify you of any change in the Customer's structure or management including any sale or disposition of any part of the business of the Customer, any change in directorships, shareholders or management or change in partnership or trusteeship **within 7 days** of the date of any such change.

**Payment terms are 7 days net:** means that all purchases are due and payable no more than days from the end of the month of purchase.

**Interest:** Interest on overdue accounts may be charged at a rate of 1.5% per month and, further, the Customer expressly undertakes to pay all such interest.

**Collection Expenses:** Should it be considered necessary by the Company to incur legal and/or other expenses, including any such expenses to any debt collection agency, in obtaining or attempting to obtain payment of any amount due by the Customer, the Customer shall be liable for such expenses. The Customer further acknowledges that those expenses will be calculated on a commission basis at a percentage rate of up to 25% of the amount owing and expressly agrees to pay those expenses irrespective of the amount of work actually performed by the agency. Amounts received by the Company may be applied first against interest, charges and expenses.

**Charging of Assets:** The Customer hereby charges in favor of the Company all its estate and interest in any land and in any other assets, whether tangible or intangible, in which it now has any legal or beneficial interest or in which it later acquires any such interest, with payment of all monies owed by the Customer, and consents to the lodging by the Company of a caveat or caveats which note its interest in or over any such land or other caveatable property.

**Risk:** Unless otherwise agreed in writing, the risk in the goods purchased shall pass to the Customer upon delivery to the Customer or its agent or a carrier commissioned by the Customer. The Company shall not be liable for any loss or damage (including consequential loss or damage) arising from delay in delivery, or failure to deliver due to circumstances beyond its control.

**Warranty:** The Company warrants that the goods supplied shall be of merchantable quality. The Company does not warrant that the goods are fit for a particular purpose. The liability of the Company to the Customer is limited to the replacement of the goods or refund of the paid price.

**Jurisdiction:** This agreement shall be governed by and construed in accordance with the laws of the state of South Australia and, where applicable, the Commonwealth of Australia, and the Customer submits to the non-exclusive jurisdiction of the courts of South Australia.

**General:** The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of the remaining provisions. Clerical errors are subject to correction and do not bind the Company. Headings are for ease of reference only and do not form part, or affect the interpretation, of these Terms and Conditions.

**I/We have read and understood this document and have been advised, and given opportunity, to seek independent legal advice. Furthermore, I/we confirm that the information given in support of this application is true and correct.**

**Signed by or on behalf of the Customer by a person authorized to bind the Customer in contract:**

**Print Name:**

**Title:**

**Signature:**

**Date:**

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**Print Name:**

**Title:**

**Signature:**

**Date:**

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**Print Name:**

**Title:**

**Signature:**

**Date:**

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**Print Name:**

**Title:**

**Signature:**

**Date:**

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