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CREDIT APPLICATION FORM

Company

Partnership

Sole Trader

Trust

Correct Registered Name: _____

Trading Name: _____

Address of Registered Office: _____ ABN _____

Delivery Address: _____

Postal Address: _____

Phone No: _____ Fax No: _____ Email address: _____

Nature of Business: _____

Date Business Commenced: _____

Manager's Full Name: _____

Person to contract re Account: _____

Bank: _____ Branch: _____ Contact No: _____

Name(s) & Addresses of Partners/Directors

Home Telephone

1. Name: _____ Phone: _____

Address: _____

2. Name: _____ Phone: _____

Address: _____

Please include below names and phone numbers

References:

1. Name: _____ Phone: _____

Address: _____

2. Name: _____ Phone: _____

Address: _____

3. Name: _____ Phone: _____

Address: _____

Terms and Conditions of Sale for Good and Provision of Services
Stanbase Pty Limited (A.C.N. 120 608 273) atf The Spoon Food Owners Unit Trust (A.B.N. 87 144 575 512)
hereinafter referred to as "Spoon Wholesale Kitchen"

1. Payment

Payment is to be made 14 days from invoice date for account Customers and immediately on delivery for all others.

2. Interest

Interest will be charged on overdue accounts at the rate from time to time prescribed by the Penalty Interest Rates Act 1983 plus 2%, calculated monthly in arrears.

3. Property

- (a) Property in the goods shall not pass to the Customer until payment in full of all moneys owed by the Customer to Spoon Wholesale Kitchen, for those goods and any other and Spoon Wholesale Kitchen reserves the right to take possession of and dispose of the goods as it sees fit at any time until full payment has been made. The Customer hereby grants permission to Spoon Wholesale Kitchen to enter upon any land or premises where the goods are in order to do so and authorises Spoon Wholesale Kitchen to use all reasonable steps as are necessary to do so and Spoon Wholesale Kitchen shall be deemed for the purposes of the Corporations Law to have entered possession, assumed control or exercised a power in relation to goods supplied under this contract.
- (b) Immediately upon delivery the Customer accepts liability for the safe custody of the goods and agrees to indemnify Spoon Wholesale Kitchen for any losses sustained in any manner whatsoever in relation thereto.
- (c) Until payment in full is made the Customer agrees:-
 - (i) to keep all goods unpaid for as fiduciary for Spoon Wholesale Kitchen and to store them in a manner which clearly shows Spoon Wholesale Kitchen as owner;
 - (ii) a Customer may only effect sale of the goods or any part thereof in the usual course of its business upon condition that the Customer holds any and all proceeds of sale relating to the goods on trust for Spoon Wholesale Kitchen. Sale on terms or for less than cost or after default or deemed default by the Customer shall not be "in the usual course".
 - (iii) Upon termination of this agreement for any reason the fiduciary relationship herein shall cease and the Customer shall not sell or convert any goods in its possession.
- (d) The Customer agrees that a certificate purporting to be signed by an employee of Spoon Wholesale Kitchen identifying goods as "unpaid for" shall be conclusive evidence that those identified goods have not been paid for, and of Spoon Wholesale Kitchen's title to those goods.
- (e) These Terms and Conditions of Sale for Goods and Provision of Services are not intended to create a charge, and will be read down to the extent necessary to prevent creating a charge.

4. The undersigned has the authority to make this proposal on behalf of the Customer.

5. Spoon Wholesale Kitchen will act on reliance of these representations.

6. New Customers are on a cash basis until credit facilities are approved.

7. All invoices are payable nett 14 days from date of invoice.

8. Credit facilities may be withdrawn immediately on overdue accounts or if payment is made by dishonoured cheque.

9. Spoon Wholesale Kitchen reserves the right to charge interest on overdue accounts in accordance with the rate set by Section 2 of the Penalty Interest Rate Act set from time to time from the due date until the account is paid in full by the applicant.

10. Spoon Wholesale Kitchen must be immediately notified in writing in the event of any change of ownership of the business. The Customer agrees to indemnify Spoon Wholesale Kitchen against any loss incurred if such notice is not given.

11. Spoon Wholesale Kitchen from time to time may vary the credit limit it will allow the Customer.

12. The Customer agrees to pay Spoon Wholesale Kitchen for any additional expenses (including legal costs, commissions and bank charges) incurred in collecting outstanding debts.

13. Credit facilities are extended to the customer on the basis of the above terms and conditions. These terms and conditions may be varied from time to time by Spoon Wholesale Kitchen by notice to the Customer.

14. The Customer agrees to notify the supplier no later than 14 days prior to any change of ownership of the intended change. Failure to do so could result in the applicant being responsible for future debts. (Credit facilities will not automatically be transferred to the new owner).

15. The Customer agrees not to deduct any amount from an account due to a dispute of the account or quantity of goods received and agrees that once the goods are signed for as being delivered and received, the quantity of good received and/or product condition cannot be disputed.

16. Declare that the applicant (or any Partner, or Director of same) has never been registered under the Bankruptcy Act or been a Director of a company which has gone into liquidation or had a receiver/manager appointed.

Privacy Act

If Spoon Wholesale Kitchen considers it relevant to assessing the Customer's application for commercial credit, the Customer agrees to Spoon Wholesale Kitchen obtaining from a credit reporting agency a credit report containing personal credit information about the Customer in relation to commercial credit provided by Spoon Wholesale Kitchen.

If Spoon Wholesale Kitchen considers it relevant to collecting overdue payments in respect of commercial credit provided to the Customer, the Customer agrees to Spoon Wholesale Kitchen receiving from a credit reporting agency a credit report containing personal information about the Customer in relation to collecting overdue payments.

The Customer agrees that Spoon Wholesale Kitchen may give to and seek from any credit providers named in this credit application and any credit providers that may be named in a credit report issued by reporting agency information about the Customer's credit arrangements. The Customer understands that this information can include any information about his/her credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

Name(s) of Signatory	_____	_____
Name(s) (Please print)	_____	_____
Position(s) held	_____	_____
Date	_____	_____
Name of Witness	_____	_____
Signature of Witness	_____	_____
Date	_____	_____

ALL ACCOUNTS APPROVED BY SPOON WHOLESALE KITCHEN WILL BE STRICTLY 14 DAYS ONLY

Office Use Only

Credit Approval \$ _____ New A/C No: _____ Rep No: _____

Signed: _____ Date: _____