



Fresco Cheese Co. Pty Ltd

ABN: 52 121 330 676

33 Leda Drive, Burleigh Heads, 4220 QLD

☎ 07 5520 1666 info@frescocheese.com

Fax: 07 5520 1699

CREDIT APPLICATION

Name of Company		Date	
Postal Address			
Business Address			
Telephone		Fax	
Contact Name			
Email Address			
Type of Business (tick)	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Partnership	<input type="checkbox"/> Company
	<input type="checkbox"/> Trust		
ABN:		Registration Date	
If a trust, provide name of trustee			
Owner /Director Names	Home Address		

Has any shareholder, director, partner, principal or trustee been declared bankrupt, or been a shareholder, director, partner, principal or trustee of an entity wound up or subject to a scheme of arrangement with creditors, or under official management? Yes No

Trade References

Business	Phone	Av. Monthly Purchases
1		
2		
3		

Accountant & Bank Details

Bank		Branch		Account No	
Accountants		Phone			

I, _____, on behalf of the company Directors hereby guarantee the full payment of all purchases by the above business.

Signed		Witness Name	
Print Name		Witness Address	
Date		Signature	

TERMS AND CONDITIONS OF SALE

DEFINITIONS

“Fresco” refers to Fresco Cheese Co Pty Ltd. “Applicant” refers to the customer applying for credit in this application form.

PAYMENT

I/we agree to become surety for the payments of any amount which may become payable to Fresco Cheese Co Pty Ltd.

I/we understand that accounts are conducted in accordance with the terms and conditions of sale and hereby agree to conform to those terms and conditions.

- A. The Applicant agrees to pay for products ordered &/or delivered by the Applicant within 30 days from the date of invoice.
- B. The Applicant agrees that if it does not pay the amount due to Fresco by or on the due date for payment in accordance with (A) then Fresco may charge interest at its banker's current bank overdraft rate plus (2%) pa on all overdue monies calculated on a daily basis from the due date until payment in made in full.
- C Fresco reserves the right to offset any amount due by the Applicant against any amount payable by the Supplier to the Applicant following the month of supply.

OUTSTANDING DEBTS

- D. The Applicant agrees that all expenses, cost and disbursements incurred in recovering any outstanding monies, including debt collection agency fees and solicitor's costs will be paid by the Applicant.
- E. The Applicant agrees that Fresco reserves the right to withhold the supply of products, at any time while there are outstanding monies payable by the Applicant to Fresco without notice to the Applicant.
- F. In the event of this application being successful, a fixed credit limit will be determined by Fresco, should the account balance exceed the limit the Supplier reserves the right to withhold the supply of products without notice.

CREDIT AGENCIES

- G. The Applicant agrees and consents to the Privacy Act 1988
 - (1) Fresco making inquires as to credit and financial position of the Applicant and using such information, including exchanging information disclosed in the Application, as it sees fit from time to time including to assess this Application.
 - (2) Fresco obtaining and/or giving commercial references from time to time including notification of a default by the Applicant.
 - (3) Fresco receiving from a credit reporting agency a credit report containing personal information about the Applicant and its directors, principals in relation to collecting overdue amounts.

RISK AND TITLE TO GOODS

H. The Applicant understands that all products remain the property of Fresco until paid for in full. Fresco has the right to access the Applicant's premises and remove or collect products including use of reasonable force. If the Applicant sells or uses any products prior to payment in full, it holds the proceeds of such sale, received by the Applicant, or the resulting subject matter receiving by the Applicant or the books debts held by the Applicant relating thereto, on trust for Fresco the Applicant must keep such products, proceeds (or relevant part) relating to the products, subject matter produced using the products or bank debts separate and identified as being held on trust for the Supplier. Any risk as regards, loss, damage to deterioration of products shall pass to the Applicants on delivery.

LOSS OR DAMAGED IN TRANSIT

- I. Fresco will bear the loss or damage to products in transit where delivery is by its nominated carrier and delivery charges are included in the price of the products. In all other cases, the Applicant is responsible for loss or damage occurring in transit. Delivery occurs:
 - (a) Where Fresco's nominated carrier is used, and delivers the products to the delivery address.
 - (b) In all other cases, when the product leaves suppliers premises.

LIMITATION OF LIABILITY

- J. Any claims by the Applicant against Fresco arising from product sold must be commenced within 7 days of delivery of such goods or such longer period allowed by law that cannot lawfully excluded.
- K. The liability of Fresco arising from a breach of any condition or warranty in relation to the products sold to the Applicant is limited at the option of fresco to replacement of the products or replacement with equivalent products or payment of the cost of replacing the products or of acquiring equivalent products.
- L. The Applicant agrees that apart from any rights and remedies implied by the Trade Practices Act 1974 and any other law that cannot be lawfully excluded, all conditions and warranties, provided by statute or otherwise are excluded concerning the products.

GOODS & SERVICES TAX

M. The Applicant agrees to be bound by the Australian GST regulations and legislation.
 UNLESS YOU NOTIFY US IN WRITING OF ANY CHANGES TO THIS APPLICATION AND WE NOTIFY YOU IN WRITING THAT WE ACCEPT SUCH CHANGES. SUCH CHANGES ARE NOT AGREED TO US AND DO NOT FORM PART OF THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS SHALL GOVERN ANY SALE OF PRODUCT BY FRESCO CHEESE CO PTY LTD TO THE EXCLUSION OF ANY OTHER TERMS AND CONDITIONS MADE OR PURPORTED TO BE MADE BY THE APPLICANT ON ANY PURCHASE ORDER OR OTHER DOCUMENT EXPRESSLY OR IMPLIED.

Signature & Authorisation CONFIRMATION: The Applicant confirms I/We have read, understand and accept the Terms & Conditions and agree to be bound by them and warrants that the Applicant has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms. The signature below represents & warrants that (1) the party signing below is an authorised representative of the company, and (2) that the information provided herein is a complete & accurate representation of the company's financial situation as of the date hereof.

Signed		Date	
Print Name		Position	