

CREDIT APPLICATION

**THIS APPLICATION MUST BE RETURNED PRIOR TO YOUR FIRST ORDER TO RECEIVE DELIVERY.
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

Customer Trading Details

Business Name: Credit Limit Sought \$.....

Legal Name:* ABN/ACN:

Delivery Address: Period Of Trading:

Contact Person: Position: Mobile No:

Telephone No: Fax No:

Email:

Registered Business Address:

Post Code:

Are trading premises Owned Yes / No or Leased Yes / No

Will a Key be Provided:** Yes / No Security Passcodes/Access required Yes / No

Public Holiday Closures:***

Customer Owner/Director Details

Full Name: DOB:

Home Address: Driver's Licence No:

Post Code:

Phone No: Email: Mobile No:

Have you ever been Bankrupt, or an Owner/Director of a business, which was liquidated? YES / NO

Full Name: DOB:

Home Address: Driver's Licence No:

Post Code:

Phone No: Email: Mobile No:

Have you ever been Bankrupt, or an Owner/Director of a business, which was liquidated? YES / NO

Accounts Payable Contact Details

Name: Mobile No: Position:

Phone No: Email: Fax No:

Terms

Credit card daily - Credit card weekly (7Days)

PAYMENT Information

PAYMENT - CREDIT CARD PROCESSING

Payment Method is Credit Card - Noisette does not hold any credit card information - you will receive a link at on boarding from the bank (Westpac - Payway) where you will need to complete your information in able to order - Please check your JUNK folder.

You wont be able to order until this is completed.

Credit Card Debiting Statement

Credit Cards are debited as per the payment terms approved, daily credit card or weekly credit card.

Noisette will automatically debit your credit card you have registered with Westpac Payway

Daily will be settled each day, weekly will be settled on a Tuesday for purchases from the prior Monday to Sunday.

If the debit day falls on a public holiday then we will process the payment the next available business day.

Any debits that dishonour for any reason customers will be charged a dishonour fee of \$15.00 each dishonour. Noisette will continue to process your card daily until any dishonours are cleared.

It is the customers responsibility to have funds available for payment processing.

Page Recognition Sign here **X**.....

Notes

* Please provide correct business name & Customer Number when completing bank transfers. Payments received with no reference may be allocated incorrectly and any costs incurred in tracing these payments will be payable by the customer. Please refer to invoices for payment terms.

** If no key is provided for the delivery of goods inside the premises for early morning deliveries, Noisette will not be held responsible for items which must be left accessible by the general public, animals or damaged due to weather conditions. Any goods which must be left outside and are tampered with as a result, are still payable in full. All deliveries are made in open plastic/cardboard crates. It is the customer's responsibility to ensure the delivery cannot be tampered with and Noisette holds no guarantee of products after delivery has been made. **Deliveries are made between 4am and 9am and delivery times cannot be guaranteed.** Noisette product deliveries are not done by Noisette. Noisette takes no responsibility for any property or other damage caused by the delivery of Noisette products. Please direct any claims to our office and we will pass your claim to the Logistics Manager.

*** It is the customers' responsibility to notify Noisette (in writing) of any public holiday closures. Any standing orders delivered in good faith, due to failure to notify of any closures are payable in full. No credit will be given in this circumstance.

I/We the Customer acknowledge and agree to the following:

- The Customer applies to Noisette for a Credit Account.
- Should this application be accepted by Noisette, the Customer agrees that the credit account and any contract between Noisette and the Customer shall incorporate Noisette's Terms and Conditions of Sale (copy attached and as updated from time to time).
- The Customer shall notify Noisette of any change in the constitution or structure of the Customer's business or the sale of the business operated by the Customer and agrees that it shall continue to be liable to Noisette for any sums outstanding on the account opened on behalf of the Customer until;
 - Written notice is received from the Customer that it has changed its constitution or structure or the sale of the business, and
 - The account has been closed and full payment has been received by Noisette

Orders are requested to be made prior to 2pm daily however; they will be taken until 3pm. If an order is placed after 2pm daily, Noisette cannot guarantee to complete any order in full if required for next day's delivery. Certain products require 48 hour notice (as indicated on the Noisette pricelist) and are only available for next day's delivery if there have been other customer order cancellations.

Any specific pre-ordered Noisette products which require 48 hours' notice for ordering, cannot be cancelled within 48 hours of delivery date. No request for credit or cancellation will be given in these circumstances.

Products ordered by Customers from Noisette Port Melbourne in error will have applicable courier charges and retail pricing added to invoices. Items ordered directly from Noisette Port Melbourne without a prior order through Noisette Wholesale will be invoiced at the applicable retail price.

Claims for credit must be made by 3pm on the day products are delivered. Underpayments on invoices will not be accepted and Noisette invoices are payable in full unless a credit has been requested from, and approved, by Noisette. Noisette products which are deemed unacceptable need to be available for collection by our delivery drivers for return to Noisette Wholesale the next day to receive a credit on the Customer's account.

If orders are incorrect or no contact phone numbers are provided by the customer and orders are unable to be clarified by Noisette, no claims for credit will be approved by Noisette.

Noisette Product Orders are to be submitted **Email: orders@noisette.com.au; Fax: 03 9791 2077; or Phone: 03 9791 2022.** Orders cannot be changed, cancelled or processed 24 hours before delivery outside of the hours of 9am to 3pm Monday to Friday; 1pm to 3pm Saturday, Sunday and public holidays. (Hours are subject to change without notice at the discretion of Noisette directors). Standing Order cancellations must be made in writing. Any deliveries made until written notification is received are payable in full by the Customer.

noisette Allergens Statement: Please note that some **noisette** products may contain milk, eggs, peanuts, soybeans, nuts, seeds and other ingredients, or traces thereof, that may cause an allergic reaction to some members of the community. If you're uncertain, please contact **noisette** (ph. 03 9791 2022) for clarification.

All Noisette products are subject to 20% variance in weight, size, colour, esthetics's. Please keep this in mind in contacting about credits.

Sign here 

Signatures

I certify that the information provided in this application is true and correct and that I am an authorised person to make this application for a daily account or a 7 Day Credit Account with Noisette Bakery Pty. Ltd. ("Noisette"). In accordance with the Privacy Act (1988), I authorise any person or company to give information as may be required in response to this credit application.

I understand the payment terms, being that invoices are due and payable 7 days from invoice date and failure to pay invoices after a 7 day grace period may result in the account being placed on hold with no further orders being delivered without notice, until such time as payment is made. Minimum order per delivery is \$40.

Signed by the Customer by its authorised representative whom will advise the Customer's staff members of this application and accompanying Terms and Conditions of Sale, Ordering and Delivery.

Signature: X

Date:

Print Name:

Position:

Business

Name:

Personal Guarantee

I/We note that trading terms as mutually agreed upon and any terms and conditions of sale have been explained to us by Noisette. I/We guarantee payment of any and all invoices/accounts for goods purchased by the Customer, business or Company noted in this Credit Application together with any legal fees or out of pocket expenses associated with the collection of any outstanding monies including mercantile fees. I/We understand this guarantee binds me/us personally.

Signature:

X

Signature:

X

Print Name:

Print Name:

Position:

Position:

Date:

Date:

Witness:

X

Witness:

X

Print Name:

Print Name:

Address:

Address:

Terms and Conditions of Sale

1. DEFINITIONS

- 1.1. The Supplier is Noisette Bakery Pty Ltd ACN 117 659 097 ('Noisette') of 17 Fowler Road Dandenong South VIC 3175.
- 1.2. The Customer is the party or any person acting on behalf of and with the authority of the Customer that the Order is provided for.
- 1.3. The Guarantor is the person(s), or entity, who agrees to be liable for the debts of the Customer.
- 1.4. The Order shall be defined as any request for the provision of Goods or Services by the Customer with the Supplier which has been accepted by the Supplier.
- 1.5. The Goods are the breads, pastries, cakes and other food products provided by the Supplier.
- 1.6. The Services are all the preparation and supply of Goods (except the delivery thereof), done by the Supplier, including any advice or recommendations.
- 1.7. The Price is the amount invoiced for Goods and Services supplied by the Supplier.
- 1.8. Indirect, Special or Consequential loss or damage includes i) any loss of income profit or business; ii) any loss of good will or reputation; iii) any loss of value of intellectual property.
- 1.9. Invoices include invoices for Goods and/or Services supplied and/or provided (except delivery services).
- 1.10. Major failure is Goods and/or Services that are unsafe and/or substantially unfit for normal purpose and cannot reasonably be made fit within a reasonable time.

2. GENERAL

- 2.1. These Terms and Conditions together with the Supplier's written or verbal quotation and the Supplier's Credit Application Form form this Agreement.
- 2.2. Any Order requested by the Customer is deemed to be an Order incorporating these Terms and Conditions notwithstanding any inconsistencies which may be introduced in the Customer Order or acceptance unless expressly agreed to by the Supplier in writing. In the event that any inconsistency exists and/or arises, it is acknowledged between the parties that these Terms and Conditions will prevail.
- 2.3. No subsequent correspondence or document or discussion shall modify or otherwise vary these Terms and Conditions unless such variation is in writing and signed by the Supplier.
- 2.4. The Terms and Conditions are binding on the Customer, his heirs, assignees, executors, trustees guarantors and where applicable, any liquidator, receiver or administrator.
- 2.5. In these Terms and Conditions, the singular shall include the plural, the masculine shall include feminine and neuter and words importing persons shall apply to corporations.
- 2.6. Where more than one Customer completes this agreement each shall be liable jointly and severally.
- 2.7. If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired and the offending provision shall be deemed as severed from these Terms and Conditions.
- 2.8. The Supplier may license or sub-contract all or any part of its rights and obligations without the Customer's consent but the Supplier acknowledges that it remains at all times liable to the Customer.
- 2.9. The failure by the Supplier to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect the Supplier's right to subsequently enforce that provision.
- 2.10. The Customer acknowledges that the Supplier may detail these Terms and Conditions on its website. In this event, the Terms and Conditions on the Supplier's website shall apply to any future dealings as between the parties and the Customer is deemed to have notice of any such Terms and Conditions and/or amendments.

3. PLACEMENT OF ORDERS

- 3.1. Orders placed by the Customer with the Supplier will be considered valid when placing the Order verbally and/or in writing as detailed in the Credit Application.
- 3.2. Any written Quotation given by the Supplier shall expire seven (7) days after the date of the written quotation.
- 3.3. All prices are based on taxes and statutory charges current at the time of the price list. Should these vary during the period from the date of the Price list to the date of the invoice, the difference will become the responsibility of the Customer and the Customer will be invoiced for the extra charge by the Supplier.

4. PRICE

- 4.1. At the Supplier's sole discretion the Price shall be either:
 - 4.1.1. As detailed on invoices provided by the Supplier to the Customer in respect of Goods and/or Services supplied; or
 - 4.1.2. The Supplier's quoted Price as for the Order (subject to clause 4.2)
- 4.2. The Supplier reserves the right to change the Price in the event of a variation to the Supplier's Order provided that notice in writing is provided by the Supplier within a reasonable time.

5. SUPPLY AND DELIVERY OF GOODS AND SERVICES

- 5.1. The Supplier reserves their right to:
 - 5.1.1. Decline requests for any Goods and/or Services requested by the Customer.
 - 5.1.2. Cancel or postpone goods and services orders at their discretion.
- 5.2. Delivery of the Goods shall be deemed to take place when the Goods are collected by the Customer or are delivered to the Customer or the carrier as nominated by the Supplier delivers the goods to the Customer.
- 5.3. If the Customer fails to make all arrangements necessary to take delivery of the Goods, the Customer shall, at the discretion of the Supplier, be liable for a \$50.00 Non Delivery Fee and the Supplier shall be entitled, also at its discretion, to charge a reasonable fee for redelivery and pass on any other expenses incurred.
- 5.4. Unless specified by the Supplier to the contrary in the Order, the Supplier does not warrant that it will be capable of providing the Goods at specific times requested by the Customer during the term of this agreement.
- 5.5. Subject to otherwise complying with its obligations under this agreement, the Supplier shall exercise its independent discretion as to its most appropriate and effective manner of providing the Goods and of satisfying the Customer's expectations of those Goods.
- 5.6. In the discharge of its duties, the Supplier shall comply with all reasonable resolutions, regulations and directions of the Customer that may lawfully be given from time to time as to the nature and scope of the Goods to be provided.
- 5.7. Nothing in the above clause shall effect the Supplier's right to exercise its own judgment and to utilise its skills as it considers most appropriate in order to achieve compliance with the said resolutions, regulations and directions or otherwise with its obligations under this agreement.
- 5.8. The Supplier may agree to provide, on request from the Customer, additional Goods not included or specifically excluded in the Order. In this event, the Supplier shall be entitled to make an additional charge. Additional Goods includes, but is not limited to, alterations, amendments, and any additional visits by the Supplier after provision of the Goods at the request of the Customer.
- 5.9. The Customer is responsible for ensuring that the Goods are secured at the Premises and warrants to be responsible for any loss, damage or theft of the Goods delivered by the Supplier to the Premises.

6. ACCESS

- 6.1. The Customer shall, where relevant, ensure the Supplier has full, safe, and unfettered access to the Premises for the purposes of delivery of the Goods.
- 6.2. The Customer will be charged an additional fee if the Supplier is unable to deliver the Goods.

7. PAYMENT AND CREDIT POLICY

- 7.1. Any reference to Customer shall include all Customers, unless it refers to a specific group of Customers.
- 7.2. For credit purposes, the two main groups of Customers are non-Account Customers and Account Customers.
- 7.3. **Non-Account customers**
 - 7.3.1. The Customer must make full payment of the Price prior to delivery of the Goods via Credit Card and upon completion of any Services agreed.
- 7.4. **Account Customers**
 - 7.4.1. Account customers must make full payment of the Price within seven (7) days from the date of the invoice(s) for the Goods and/or Services.
- 7.5. **Credit**

- 7.6. Credit will only be granted at the sole discretion of the Supplier and upon submission of a completed Supplier Credit Application Form.
- 7.7. Any credit granted may be revised by the Supplier at any time and at its discretion.
- 7.8. The Supplier reserves the right to withdraw any credit facility upon any breach by the Customer of these Terms of Conditions or upon the Customer ceasing to trade and/or being subject to any legal proceedings and/or the Customer committing and act of insolvency.

8. GOODS AND SERVICES TAX

- 8.1. GST refers to Goods and Services tax under the Goods and Services Act 1999 ('GST Act') and terms used herein have the meanings contained within the GST Act.
- 8.2. It is hereby agreed between the Customer and the Supplier that the consideration for the Supplier expressed in this agreement is exclusive of the Supplier's liability of GST.
- 8.3. On sale:
 - 8.3.1. The Customer will pay to the Supplier, in addition to the total purchase Price, the amount payable by the Supplier of GST on the taxable supply made by the Supplier under this agreement.
 - 8.3.2. The Supplier shall deliver to the Customer a Tax Invoice for the supply in a form which complies with the GST Act and Regulations.

9. DISHONOUR OF CREDIT CARD

- 9.1. If a payment processed by Noisette on a customers credit card bounces for any reason, Noisette will be charging a \$15.00 fee via invoice for each dishonour.

10. DEFAULT

- 10.1. Invoices issued by the Supplier shall be due and payable prior to delivery of the Goods and/or completion of the Services for non-Account Customers, within seven (7) days from the date of the invoice for Account Customers ('Default Dates') depending on terms agreed with the Supplier. Without prejudice to any other rights of the Supplier, the Customer may be charged account keeping fees of \$25.00 calculated monthly on any payment in arrears.
- 10.2. If the Supplier does not receive the Outstanding Balance for the Goods on or before the Default Date, the Supplier may, without prejudice to any other remedy it may have, forward the Customer's outstanding account to a debt collection agency for further action. The Customer acknowledges and agrees that:
 - 10.2.1. After the Default Date, the Outstanding Balance shall include, but not limited to, all applicable fees and charges under this Agreement;
 - 10.2.2. The Supplier may, in its discretion, calculate interest at the rate of two percent (2%) higher than the rate being fixed from time to time under Section 2 of the Penalty Interest Rates Act 1983(Vic) for all monies due by the Customer to the Supplier.
 - 10.2.3. In the event of the Customer being in default of the obligation to pay and the overdue account is then referred to a debt collection and/or law firm for collection and the agency charges commission on a contingency basis the Customer shall be liable to pay as a liquidated debt, the commission payable by the Supplier to the agency, fixed at the rate charged by the agency from time to time as if the agency has achieved one hundred per cent recovery and the following formula shall apply:

$$\text{Added Commission} = \frac{\text{Original Debt} \times 100}{[100 - \text{Commission \% charged by the agency (including GST)]}$$

- 10.2.4. In the event where the Supplier or the Supplier's agency refers the overdue account to a lawyer the Customer shall also pay as a liquidated debt the charges reasonably made or claimed by the lawyer on the indemnity basis.
11. **RISK AND LIABILITY**
 - 11.1. The Customer will ensure when placing Orders that there is sufficient information to enable the Supplier to execute the Order.
 - 11.2. The risk in the Goods passes from the Supplier to the Customer at the time of delivery of the Goods.
 - 11.3. The Customer accepts the risks in relation to the Goods when the Goods are passed on to the Customers care and/or control or premises.
 - 11.4. The Customer is responsible for ensuring that the Supplier is made aware of any special requirements pertaining to the Order and that the Supplier relies upon the integrity of the information supplied to it.
 - 11.5. The Supplier takes no responsibility and will not be liable for any damages or costs resulting in the quantity of the Goods delivered as a result of insufficient information provided by the Customer.
 - 11.6. The Supplier takes no responsibility for representations made in relation to the Goods or any delay in the delivery of the Goods made by a third party or third party manufacturer.
 - 11.7. The Customer acknowledges that the Supplier shall not be liable for and the Customer releases the Supplier from any loss incurred as a result of delay, or failure to provide the Goods or to observe any of these conditions due to an event of force majeure, being any cause or circumstance beyond the Supplier's reasonable control.
 - 11.8. The Supplier does not represent that it will carry out any Services and/or provide and/or deliver any Goods unless it is included in the Quote/Order.

12. WARRANTY

- 12.1. The Supplier warrants that the rights and remedies to the Customer in this Agreement for warranty against defects are in addition to other rights and remedies of the Customer under any applicable Law in relation to the goods and services to which the warranty relates.

Warranty for Goods

 - 12.2. The Supplier warrants that if any defect in any Goods provided by the Supplier becomes apparent and is reported to the Supplier by 4pm on the day the Goods/Services were supplied (time being of the essence) then the Supplier will (at the Supplier's sole discretion) provide a credit on the price of the Goods to the Customer.
 - 12.3. The Supplier will use its best endeavours to assist the Customer with any claim with respect of the Goods.

The Supplier warrants:

 - 12.4. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Goods repaired or replace if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.
 - 12.5. The Customer acknowledges that additional costs incurred, such as labour and/or freight, must be borne by the Customer

Claims made under Warranty

 - 12.6. Subject to clause 13.2 and 13.5 of this Agreement claims for warranty should be made in one of the following ways:
 - 12.6.1. The Customer must send the claim in writing together with proof of purchase to the Supplier's business address stated in clause 2.1 of this Agreement;
 - 12.6.2. The Customer must email the claim together with the proof or purchase to the Supplier on orders@noisette.com.au;
 - 12.6.3. The Customer must contact the Supplier on the Supplier's business number (03) 9791 2022.
 - 12.1. Goods where a claim is made are to be returned to the Supplier the next day or are to be left in the state and conditions in which they were delivered until such time as the Supplier or its Agent has inspected the Goods. Such inspection is to be carried out within a reasonable time after notification.

13. TERMINATION AND CANCELLATION

Cancellation by Supplier

- 13.1. The Supplier may cancel any Order to which these Terms and Conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice the Supplier shall repay to the Customer any sums paid in respect of the Price. The Supplier shall not be liable for any loss or damage or consequential loss or damage whatever arising from such cancellation.
- 13.2. Without prejudice to the Supplier's other remedies at law, the Supplier shall be entitled to cancel all or any part of any Order of the Customer which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable in the event that:
 - 13.2.1. Any money payable to the Supplier becomes overdue and after a request for payment in writing has been made; or
 - 13.2.2. The Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - 13.2.3. A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer or any judgment is taken out against the Customer and remains unpaid for more than seven (7) days.

Cancellation by Customer

- 13.3. Any Order cannot be cancelled by the Customer unless expressly agreed to by the Supplier in writing according to the notice period specified in the Credit Application.
- 13.4. In the event that the Customer refuses receipt of delivery of the Goods the Customer shall be liable for any loss incurred by the Supplier (including, but not limited to, any loss of profits) up to the time of cancellation.
- 13.5. If the Customer places an Order with the Supplier and the Supplier places an Order with a third party Supplier to meet the Customer's request, the Customer shall be liable for the Price of the Goods ordered if the Customer cancels the Order and the Goods have already been ordered or dispatched.

Limitation of damage

- 13.6. The Customer acknowledges that in the event of any breach of this Agreement/Order by the Supplier including indirect, special or consequential loss, the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price.

14. SET-OFF

- 14.1. The Customer shall have no right of set-off in any suit, claim or proceeding brought by the Supplier against the Customer for default in payment.
- 14.2. The Customer acknowledges that the Supplier can produce this clause in bar of any proceeding for set-off.

15. INSURANCE

- 15.1. The Customer is responsible to effect whatever insurance cover they require at their own expense.

16. AGREED USE

- 16.1. The Customer acknowledges that the Customer may forfeit any rights if any, he may have against the Supplier if the Goods are applied for any other use to which the Goods are not intended;
- 16.2. The Customer further acknowledges sole responsibility for any damage or injury to property or person caused by using the Goods in any way, which the Customer may forfeit their rights against the Supplier.
- 16.3. The Customer acknowledges that they have not relied on any representation or warranty from the Supplier with respect to the merchantable quality, description, or quality of the Goods.

17. JURISDICTION

- 17.1. This agreement is deemed to be made in the State of Victoria and all disputes hereunder shall be determined by the appropriate courts of Victoria, Australia.

18. PRIVACY ACT 1988

- 18.1. The Customer and/or the Guarantor/s agrees;
 - 18.1.1. For the Supplier to obtain from a credit reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by the Supplier.
 - 18.1.2. That the Supplier may exchange information about the Customer and the Guarantor/s with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency.
 - 18.1.3. The Customer consent to the Supplier being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

19. ENTIRE AGREEMENT

- 19.1. The conditions set out in this agreement constitute the whole agreement made between the Customer and the Supplier.
- 19.2. This Agreement can only be amended in writing signed by each of the parties.
- 19.3. All prior discussions and negotiations are merged within this document and the Supplier expressly waives all prior representations made by him or on his behalf that are in conflict with any clauses in this document in any way.
- 19.4. Nothing in these Terms and Conditions are intended to have the effect of contravening any applicable provisions of the Competition and Consumer Act 2010 or the Fair Trading Acts in each of the States and Territories of Australia.

I/We understand and agree to be bound by the Terms and Conditions set out herein.

NAME:

POSITION:

SIGNATURE: X
 / / 20.....

NAME:

POSITION:

SIGNATURE: X
 / / 20.....

WITNESS NAME:

ADDRESS:

SIGNATURE: X
 / / 20.....