



ABN : 84 002 912 870

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APPLICATION FOR A 7 DAY CREDIT ACCOUNT

The customer applies for a 7 day credit account and submits the following information:

Company Name of Customer:
ABN:
Trading Name (if any):
Postal Address:
Telephone Number:
Contact Person:

Details of ( tick appropriate box ):
Directors
Partners
Sole Trader

1. Surname :
Residential Address:
Telephone Number:
Driver's Licence Number:
Signature:

2. Surname :
Residential Address:
Telephone Number:
Driver's Licence Number:
Signature:

Business Premises Details

Are the Customer's premises (tick appropriate box):
Mortgaged
Leased
Owned
Details of:
Mortgaed
Lessor
1. Name:
Address:
Type of interest:
Mortgage
Lease

Business Details

Commencement Date of Business:
How long has the business been conducted by the present management?
Estimated monthly purchase of the Suppliers products:
Bank:
Branch:

**Credit Providers / Trade References**

- 1. Name: \_\_\_\_\_ Phone No: \_\_\_\_\_  
Address: \_\_\_\_\_
- 2. Name: \_\_\_\_\_ Phone No: \_\_\_\_\_  
Address: \_\_\_\_\_
- 3. Name: \_\_\_\_\_ Phone No: \_\_\_\_\_  
Address: \_\_\_\_\_

**Amount of credit required: \$** \_\_\_\_\_

**AGREEMENT**

Signed on behalf of the Customer by the persons signing below who warrant that they are duly authorised to sign on behalf of the Customer, acknowledge having read and understood this credit application, the Credit Terms ( including the Privacy Act Notice and Consent ) and the Sales Conditions and agree to be bound by them:

- 1. Signature: \_\_\_\_\_ Name (print): \_\_\_\_\_ Date: \_\_\_\_\_  
Witness: \_\_\_\_\_ Name (print): \_\_\_\_\_ Date: \_\_\_\_\_
- 2. Signature: \_\_\_\_\_ Name (print): \_\_\_\_\_ Date: \_\_\_\_\_  
Witness: \_\_\_\_\_ Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

**Credit Approval – do not complete . Office use only.**

References Check and Recommendations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_

Approved Credit Limit: \$ \_\_\_\_\_ Credit Term: \_\_\_\_\_ days. Special Terms: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

# TERMS AND CONDITITONS OF SALE

In respect of the purchase of any and all (hereinafter referred to as "the Goods") from Di Leo Foods (herein after referred to as "the Seller"), the purchaser (hereinafter referred to as "the Purchaser") is deemed to purchase and accept delivery of the Goods upon the following terms and conditions:

## 1. Property, Risk and Title

- (a) The purchaser assumes all risk of loss and/or damage to the Goods upon delivery of the Goods to the Purchaser.
- (b) Notwithstanding the provision of Clause 1(a) above, the title to and property in the Goods shall not pass form the Seller to the Purchaser and full legal and beneficial ownership of the Goods shall remain with the Seller so long as and until the Purchaser has paid the purchase price, as well as any additional charges, taxes or duties, in full, in relation to the Goods to the Seller in accordance with these terms and conditions.
- © Until the title to and property in the Goods has passed to the Purchaser in accordance with the preceding Clause 1(b), without prejudice to the Seller's other rights:
  - (i) the Purchaser shall keep the Goods free from all charges, licences and other encumbrances;
  - (ii) the Purchaser shall keep the Goods marked and apart from all other goods so as to distinguish and separate the Goods form other goods and show clearly that they belong to the Seller.
  - (iii) the Purchaser acknowledges and admits that, until such time as the Goods are sold by the Purchaser to its customers by way of bona fide sale for market value, it shall hold the goods as bailee for the Seller.
  - (iv) the Seller shall be entitled to recover, or acquire immediate re-delivery of the Goods on demand and for the purpose of such recovery or re-delivery of the products the Seller shall be entitled to enter upon the premises of the purchaser (or other premises at which the Goods may be located) to remove the Goods from such premises.
  - (v) the Seller may maintain and action for the price of Goods charged notwithstanding that the property therein may not have passed to the purchaser.
- (d) Nothing in this clause 1 shall confer any right upon the Purchaser to return the Goods purchased by it in accordance with these terms and conditions or to refuse or delay payments for them.
- (e) The Purchaser shall also indemnify the Seller against, and pay the Seller, immediately upon demand, all and any loss, damage, cost change or expense or other liability (including but not limited to consequential loss, loss of profits and legal costs) whatsoever and howsoever incurred or sustained by the Seller, as a result of or in relation to the exercise by the Seller of its rights under this Clause 1 on a full indemnity basis.

## 2. Delivery and Delivery Data

- (a) Any time or date specified by the Seller is an estimate only. The Seller shall take all reasonable steps to deliver the Goods on or about such time or date. However the Seller shall not be liable for failure or delay in delivery or for any loss or damage resulting directly or indirectly from any failure or delay of delivery of the Goods irrespective of whether any such failure is negligent or is within the Seller's control or otherwise.
- (b) Any agreement or undertaking by Seller to deliver the Goods is contingent upon its ability to secure and/or supply the Goods. The Seller shall, in its absolute discretion, either deliver the Goods to a place of business of the Purchaser or to other such place as the Seller designates from time to time.
- (d) The Purchaser shall pay all costs, charges and expenses in relation to the return and delivery of the Goods to the Seller.

## 3. Payment Terms

- (a) Unless otherwise agreed in writing between the Seller and the Purchaser, payment shall be made within 7 days from the date of invoice.
- (b) (i) Suspension will occur in circumstances where Di Leo Foods believes that the continued use of the credit facility may cause loss or damage to the creditor or Di Leo Foods; or if
- (ii) The guarantee is withdrawn by the Guarantor, then Di leo Foods reserves the right to close or suspend the credit facility and demand immediate payment of any outstanding amounts. Suspension or cancellation does not affect your obligations or those of any authorised operator in respect of the credit facility.

## 4. Warranty

- (a) The Purchaser, its employees or agents shall not, in relation to the quality and/or description of the Goods, make any representation, statement, warranty or undertaking other than those that are contained in current literature of the Seller.
- (b) Upon delivery of Goods to the Purchaser, the purchaser indemnifies the Seller and agrees to keep the Seller indemnified against any claim, action, damage, loss (including consequential loss or loss of profits) suffered or incurred directly or indirectly by reason or arising out of:
  - (i) any loss or damage caused by the Goods;
  - (ii) any representation, statement, warranty or undertaking made by on behalf of the Purchaser other than those authorised in writing by the Seller.

## 5. Waiver or Alteration

No waiver or alteration of these terms and conditions shall be binding upon the Seller unless a duly authorised officer of the Seller assents to the same in writing.

## 6. Notices

All notices to the Purchaser shall be considered sufficiently delivered if mailed in the ordinary course of post to the last known address of the Purchaser. All notices to the Seller shall be considered sufficiently delivered if so mailed to the Seller's principal office in the State of New South Wales. All notices shall be deemed to have been delivered three (3) days after mailing.

## 7. Limitation of Liability

All Goods are supplied subject to these express terms and conditions which in turn are subject to the Trade Practices Act.

## 8. Entire Agreement

These terms and conditions shall constitute the entire agreement between the Seller and the Purchaser relating to the subject matter hereof and shall govern the relationship between the Seller and the Purchaser at all times and from time to time unless otherwise agreed in writing between the parties.

## 9. Proper Law

These terms and conditions shall be governed by the laws of New South Wales.

I/WE ACCEPT THE TERMS AND CONDITIONS AS DESCRIBED ABOVE:

Signature: ..... Name in Block Letters:.....  
Title: ..... Date: .....