



EPIC WRIGHT HEATON PTY. LTD.
A.C.N. 000 105 233
TRADING AS

E.W.H. FOOD SERVICES

A.B.N. 65 000 105 233

Dear Potential Customer

We welcome your interest in establishing a Credit Term Account with EWH Food Services.

Please complete the attached Credit Application Form and return to our Sydney Office.

Please ensure **Pages 2 & 4** are signed and witnessed appropriately. If approved, a Customer Account Number will be allocated, and orders can then be placed. (This process takes approximately 24 hours).

Our Terms & Conditions of payment are as follows:-

Your account initially will be placed on terms of '**Payment on Delivery**' which is required for but not limited to a minimum of **8 weeks** or the first ten (**10**) deliveries. Goods will not be left without payment.

Then on request, the terms may be changed to '**7 Days from Invoice Date**' – (delivery this week, payment the next week). These terms will apply for up to three (**3**) months so that a credit rating can be established.

Providing your account has been conducted satisfactorily and payments made to terms, we may then on request change the terms to either **14 Days from Invoice Date** or **30 Days from Invoice Date**.

Credit Card facilities are available for amounts over **\$500**. (Payments made by accepted cards attract a minimum **2%** fee). Unfortunately we do not accept payment by Diners Club.

Further correspondence will be sent upon approval of your application confirming your account details as well as confirmation of our accepted payment methods.

Please be assured of our co-operation and commitment to supply & service and we look forward to working with you

If you have any queries, please do not hesitate to contact our Sydney Office on 02 9503 3333.

Yours faithfully,

Elias Chebl
Credit Manager



Head Office:
119 Vanessa Street, Kingsgrove, NSW 2208
P.O. Bag 10, Kingsgrove, NSW 1480
Telephone: (02) 9503 3333 Fax: (02) 9502 2797
Email: sales@ewhfoodservices.com.au

Newcastle Branch
11-13 Callistemon Close
Warabrook, NSW 2304
P.O. Box 322, HRMC 2310
Telephone: (02) 4960 1230 Fax: (02) 4960 1289
Email: newcastle@ewhfoodservices.com.au

SYDNEY HEAD OFFICE
119 Vanessa Street Kingsgrove NSW 2208 (Head Office)
PO BAG 10 Kingsgrove NSW 1480
PH: 61 2 9503 3333
FAX: 61 2 9502 2797



NEWCASTLE BRANCH
13 Callistemon Close Warabrook NSW 2304
PO BOX 322 H.R.M.C NSW 2310
PH: 61 2 4960 1230
FAX: 61 2 4960 1289

Epic Wright Heaton Pty Ltd A.C.N 000105233

Account No.

COMMERCIAL CREDIT APPLICATION FORM

Registered Name: _____

Trading Name: _____

ACN/ABN: _____

Street Address: _____

Post Code: _____ Years at Address: _____

Phone Number: _____ Fax Number: _____

Mobile Number: _____

Monthly Credit Required: \$ _____ Email: _____

Please help us to classify your account. Briefly describe your business:

(E.g. Restaurant/ Café/ Childcare Centre/ Hospital (public/private)/ Pastry Cooks/ Caterers etc)

Directors/ Proprietors/ Partners Details:

Full names and home addresses of all parties involved.

Full Name: _____ Mobile/Home Ph No: _____

Home Address: _____

Position Held: _____

Full Name: _____ Mobile/Home Ph No: _____

Home Address: _____

Position Held: _____

Full Name: _____ Mobile/Home Ph No: _____

Home Address: _____

Position Held: _____

Addresses:

You can specify different postal & delivery addresses, or mark "As Above" if unchanged.

POSTAL Address: _____

DELIVERY Address: _____

(You may also include brief instructions as part of the delivery address, e.g. deliver between 9am-12 noon only, ring buzzer and ask for Joe etc)

TRADE REFERENCES (Please complete all 3)

PLEASE NOTE: DO NOT PROVIDE MOBILE PHONE NUMBERS OR PERSONAL REFERENCES.

DO NOT INCLUDE Breweries (Lion Nathan, Tooheys etc), Coca-Cola & Bidvest. They WILL NOT Provide Trade References.

1 _____ A/C No. _____ Phone _____

2 _____ A/C No. _____ Phone _____

3 _____ A/C No. _____ Phone _____

Additional Information:

Outlet/Business Contact Name: _____ **Position Held:** _____

Phone Number & Mobile: _____

Accounts Payable Contact Name: _____

Phone Number & Mobile: _____

Email: _____ **Fax Number:** _____

Associated Accounts:

Do you already have an account established with E.W.H. Food services? YES/NO

If YES then please provide the Account Name & Number: _____

Do you require separate Statements for all accounts? YES/NO

Do you want invoices to be charged separately to the outlet/ or charged to the main account?

Please circle: OUTLET / MAIN ACCOUNT NO: _____

The following should be completed and signed by all Directors/ Proprietors/ Partners of the said business, and appropriately witnessed.

I /We have been provided with a copy of the **EWB Potential Customer Leaflet**, which describes your Company's Terms and Policies. I /We have been provided with a copy of the **Terms and Conditions of Sale**: I /We understand them, and agree to abide by them.

Full Name: _____ Position Held: _____

Signature: _____ Date: _____

Full Name: _____ Position Held: _____

Signature: _____ Date: _____

Full Name: _____ Position Held: _____

Signature: _____ Date: _____

Full Name of Witness: _____

Signature of Witness to all of the above signatures: _____ **Dated:** _____

TERMS AND CONDITIONS OF SALE

PAYMENT

- A. The Applicant agrees to pay for products delivered to the Applicant or ordered by the Applicant within such period as specified in the current written terms of credit extended by the Supplier to the Applicant, from date of invoice.
- B. The Applicant agrees that if it does not pay any amount to the Supplier by or on the due date for payment in accordance with (A) then the Supplier 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 full.
- C. The Supplier 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 the Supplier without notice to the Applicant reserves the right to withhold the supply of products, at any time while there are outstanding monies payable by the Applicant to the Supplier.
- F. In the event of this application being successful, a fixed credit limit will be determined by the Supplier, 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 agree/s and consent/s to the provisions of the Privacy Act 1988
- (1) The Supplier 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 assessing this Application.
 - (2) The Supplier obtaining and/or giving commercial references from time to time including notification of a default by the Applicant.
 - (3) The Supplier 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 and agrees that all products remain the property of the Supplier until paid for in full. The Supplier 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, the Applicant holds the proceeds of such sale, (or the resulting subject matter receiving by the Applicant or the books debts held by the Applicant relating thereto) on trust for the Supplier. 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. The Supplier 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 supplier's nominated carrier is used, when supplier's nominated carrier 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 the Supplier 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 be excluded.
- K. The liability of the Supplier arising from a breach of any condition or warranty in relation to the products sold to the Applicant is limited at the option of the supplier 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 BY US AND DO NOT FORM PART OF THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS SHALL GOVERN ANY SALE OF PRODUCT BY THE SUPPLIER 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.

EWB Potential Customer:

- Please ensure Pages 2 & 4 are signed and witnessed appropriately. If approved, a Customer Account Number will be allocated, and orders can then be placed. (This process takes approximately 24 hours).
- Our minimum order is \$200.
- Our Terms & Conditions of payment are as follows:-
- Your account initially will be placed on terms of 'Payment on Delivery' which is required for but not limited to a minimum of 8 weeks or the first ten (10) deliveries. Goods will not be left without payment.
- Then on request, the terms may be changed to '7 Days from Invoice Date' – (delivery this week, payment the next week). These terms will apply for up to three (3) months so that a credit rating can be established.
- Providing your account has been conducted satisfactorily and payments made to terms, we may then on request change the terms to either 14 Days from Invoice Date or 30 Days from Invoice Date.
- Credit card facilities are available for amounts over \$500. (Payments made by accepted cards attract a minimum 2% fee). Unfortunately we do not accept payment by Diners Club.
- Bank account details will be provided upon approval of your application and further correspondence will be sent to you confirming your account details.

CUSTOMER TO RETAIN THIS PAGE

INDEMNITY – All Directors/Partners/Proprietors to sign

In consideration of the Supplier agreeing to supply products on credit to the Applicant named above, the undersigned (the indemnifier) being a director/partner/proprietor of the Applicant, agrees:

- 1.** To indemnify the Supplier and keep indemnified against any claim, action, damage, cost, charge, expense, outgoing or payment, ("Loss") the Supplier may suffer, incur or be held liable for, by reason, of the Applicant not paying, when due, any amounts owing by the Applicant to the Supplier whether for products supplied to the Applicant by the Supplier or any other account or any information given by the Applicant not being true and accurate or the Applicant or indemnifier breaching any of the terms and conditions of the agreement.
- 2.** That any loss the supplier may suffer includes the amount owing by the Applicant to the Supplier together with any expenses incurred by the Supplier in seeking payment including costs, commissions, any interest charged and fees charged by the Supplier.
- 3.** That a statement in writing given by the Supplier to the indemnifier that any amount owing by the Applicant to the Supplier will be accepted by the indemnifier a prima facie evidence of the amount owing.
- 4.** That if this indemnity is signed by more than one person, each person is jointly and severally liable with each person for all amounts payable pursuant to this indemnity and The Supplier may seek payment pursuant to this indemnity from any or all such persons before seeking payment from the Applicant.
- 5.** The applicant consents to the Supplier making such enquires as it thinks fit from time to time as to the financial position of the Applicant including the obtaining of personal credit information from a credit reporting agency to assess such financial position of the Applicant and if the Supplier considers it relevant to collecting overdue payments in respect of credit provided to the Applicant, the indemnifier agrees to the Supplier receiving from a credit reporting agency a credit report containing personal information about the indemnifier in relation to collecting overdue amounts.
- 6.** The supplier warrants that the indemnifier has read understood and accepted the indemnity and agrees to be bound by the agreement in accordance with its terms.

Full Name: _____

Position Held: _____

Signature: _____

Date: _____

Full Name: _____

Position Held: _____

Signature: _____

Date: _____

Full Name: _____

Position Held: _____

Signature: _____

Date: _____

Full Name of Witness: _____

Signature of Witness to all of the above signatures: _____

Dated: _____