



A.B.N. 78 081 561 435
Factory 3/170 Boundary Rd
Braeside, Victoria, Australia. 3195
Phone (03) 9580 4477
Fax (03) 9580 3900
Email accounts@chefspantry.com.au
www.chefspantry.com.au

convenience, consistency, commissary

CREDIT APPLICATION FORM

TERMS OF TRADE (CIRCLE) COD 14 DAYS FROM INVOICE

FULL TRADING NAME _____

REGISTERED BUSINESS NAME OR COMPANY NAME _____ (APPLICANT)

ABN/ACN _____ SOLE TRADER / PARTNERSHIP / TRUST Please circle one

COMMENCEMENT DATE OF TRADING UNDER THIS NAME _____ PUBLIC COMPANY / PRIVATE COMPANY Please circle one

ABN _____ MAILING ADDRESS _____ P/CODE _____

STREET ADDRESS _____

COUNTRY _____ P/CODE _____

TELEPHONE NUMBER () _____ FAX NUMBER () _____

EMAIL _____

ARE BUSINESS PREMISES: OWNED LEASED MORTGAGED RENTED Please circle one

BANK, BRANCH & ACCOUNT NO: _____

CONTACT NAME (ACCOUNTS) NAME OF ACCOUNTANT/AUDITOR _____

OWNER'S OR DIRECTORS' INFORMATION

NAME / PRIVATE ADDRESS _____

TEL. NO. _____ DRIVER'S LICENCE NO. _____ DATE OF BIRTH _____

NAME / PRIVATE ADDRESS _____

TEL. NO. _____ DRIVER'S LICENCE NO. _____ DATE OF BIRTH _____

NOTE - IF MORE THAN TWO DIRECTORS PLEASE PUT ADDITIONAL DIRECTORS INFORMATION ON A SEPARATE PAGE.

Paid up Capital of Company (if applicable) \$ _____

TRADING REFERENCES Please provide the names, addresses and telephone numbers of four (4) current references.

NAME	ADDRESS	TELEPHONE NO.	FACSIMILE NO.
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Trustee Company

Where the Applicant makes this application as a Trustee, it warrants and declares that it has the power and authority to make and execute this Credit Application and that all rights of indemnity which it now has or may have in the future or may otherwise have against the property of the Trust of which it is a Trustee or beneficiary or both, have not been modified or excluded as a result of any act, matter or document made or executed by it or as a result of any breach of fiduciary duty or in any other way. It warrants and declares further that it has not released and shall not release in the future and shall not cause or permit to be released lost or diminished in any manner whatsoever, any such rights or indemnity.

NAME OF TRUST _____ NAME OF SETTLOR _____

DATE OF TRUST _____ DEED NAME OF TRUSTEE _____

ADDRESS OF TRUSTEE _____

Applicants Signature

The Applicant applies to Marleef Trading as Chef's Pantry Pty. Ltd. The Applicant acknowledges receipt of and accepts the present standard Terms and Conditions of Credit or Sale acknowledges that the Terms and Conditions may be changed by Marleef Trading as Chef's Pantry Pty. Ltd. from time to time. I/We warrant I am/ We are authorised to sign this Credit Application on behalf of the Applicant.

DATE _____ DATE _____

NAME IN BLOCK LETTERS _____ NAME IN BLOCK LETTERS _____

POSITION _____ POSITION _____

SIGNATURE _____ SIGNATURE _____

MAXIMUM CREDIT LIMITED _____
(Outstanding debtor and unbilled WIP)

SPECIAL TERMS (ie. Letter of Credit, Bank Guarantee, Pre-payment, adjustment of normal trading terms) _____

Approved _____ Approved _____

National Credit Manager Financial Controller

INTERNAL USE ONLY

Conduct of business with client approved of the following terms:

TERMS AND CONDITIONS

1. General

The whole of the Agreement between Marleef Pty. Ltd. Trading as Chef's Pantry and the Applicant referred to in the Credit Application ("Customer") and those set out in these Terms and Conditions as amended from time to time and those, if any, which are implied and which cannot be excluded by law ("Terms"). Any other contractual terms of the Customer (whether upon the Customer's order or elsewhere) which are contrary to or inconsistent with these Terms shall not apply nor shall they constitute a counteroffer. By receiving delivery and/or supply of all or a portion of the materials and/or parts and/or labour and/or services and to have agreed that they shall be deemed to have accepted these Terms and to have agreed that they shall apply to the exclusion of all others. All Goods are charged at the price ruling at the date of invoice and any Goods and Services Tax within the meaning of the New Tax System (Goods and Services) Act 1999 ("GST") or other government imposts shall be payable by the Customer.

5. Cancellation and Claims

5.1 No cancellation or partial cancellation of any order by the Customer shall be accepted by Marleef Pty. Ltd. Trading as Chef's Pantry unless it has first consented in writing to such cancellation or partial cancellation and unless a cancellation charge has been paid which, as determined by Marleef Pty. Ltd. Trading as Chef's Pantry will indemnify Marleef Trading as Chef's Pantry Pty. Ltd. against all loss, without limitation. Cancellation will not be accepted on goods that are not regular stock which are in the process of manufacture or ready for shipment.

5.2 All complaints, claims, or notification of lost Goods, incomplete Goods, Goods damaged in transit or Goods that do not comply with the Customer's purchase order or instructions must be submitted by the Customer to Marleef Pty. Ltd. Trading as Chef's Pantry in writing within seven (7) business days of the date of the invoice rendered for the supply of the Goods. Otherwise, the Customer shall be deemed to have accepted the Goods and shall not refuse to pay for the Goods on the basis that they were lost, incomplete, damaged in transit, or do not comply with the Customer's purchase order or instructions.

2. Credit Terms

2.1 Payment is due on or prior to thirty (30) days from the date of invoice rendered in respect of the supply of the Goods unless otherwise stated in writing to Marleef Pty. Ltd. Trading as Chef's Pantry and Marleef Pty. Ltd. Trading as Chef's Pantry may charge liquidated damages at a rate equivalent to two percent (2%) in excess of the rate of interest for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 (Vic) if payment is not received by the due date.

2.2 The Customer is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a Solicitor/client basis) incurred by Marleef Pty. Ltd. Trading as Chef's Pantry for enforcement of obligations and recovery of monies due from the Customer to Marleef Pty. Ltd. Trading as Chef's Pantry

6. Privacy Act 1988 ("Privacy Act")

To enable Marleef Trading as Chef's Pantry Pty. Ltd. to access the Customer's Application for credit, the Customer authorises Marleef Pty. Ltd. Trading as Chef's Pantry 6.1 to obtain from a credit reporting agency a credit report containing personal information about the Customer and its Guarantors pursuant to Section 18K(1)(b) of the Privacy Act; and

6.2 to obtain a report from a credit reporting agency and other information in relation to the Customer's commercial credit activities. AND in accordance with Section 18N (1)(b) of the Privacy Act the Customer authorises Marleef Pty. Ltd. Trading as Chef's Pantry to give to and obtain from any credit provider named in a credit report issued by a credit reporting agency information about the Customer's credit arrangements. The Customer understands that this information can include any information about its 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. The Customer understands the information can be used for the purposes of assessing its application for credit (Section 18L(4) Privacy Act), assisting it to avoid defaulting on its credit obligations, notifying other credit providers of a default by it and assessing its credit worthiness.

3. Delivery & Supply

Any times quoted for delivery and/or supply are estimates only and Marleef Pty. Ltd. Trading as Chef's Pantry shall not be liable for failure to deliver / supply, or for the delay in delivery/supply. The Customer shall not be relieved of any obligation to accept or pay for goods, by reason of any delay in delivery/supply or dispatch. Marleef Pty. Ltd. Trading as Chef's Pantry reserves the right to stop supply at any time if the Customer fails to comply with the Terms.

4. Property

Until full payment has been made for all goods supplied by Marleef Pty. Ltd. Trading as Chef's Pantry under these Terms ("Goods"), and any other sums in any way outstanding shall remain the property of Marleef Pty. Ltd. Trading as Chef's Pantry. From time to time.

4.1 All sums outstanding become immediately due and payable by the Customer to Marleef Pty. Ltd. Trading as Chef's Pantry if the Customer makes default in paying any other sums due to Marleef Pty. Ltd. Trading as Chef's Pantry or becomes bankrupt, or commits any act of bankruptcy, compounds with its creditors has judgment entered against it in any court, or, being a company, has a provisional liquidator, liquidator, receiver, receiver manager or administrator appointed, notwithstanding the provisions of any other clause in these Terms. The outstanding amount and goods must either be paid in full or returned immediately.

4.2 The property in the Goods shall not pass to the Customer and the Customer shall hold the Goods as Bailee for Marleef Pty. Ltd. Trading as Chef's Pantry (returning the same Marleef Pty. Ltd. Trading as Chef's Pantry on request). the Goods shall nevertheless be at the risk of the Customer from the time to time delivery/supply and the Customer must insure the Goods from the time of delivery/supply.

4.3 The Customer is only authorised to sell the Goods (or any portion of them) to third parties as the fiduciary agent of Marleef Pty. Ltd. Trading as Chef's Pantry provided that there shall be no right to bind Marleef Pty. Ltd. Trading as Chef's Pantry to any liability to such third party by contract or otherwise. All payments (direct or indirect) received from such third parties by the Customer for the Goods (or any portion of them) shall be held on trust for Marleef Pty. Ltd. Trading as Chef's Pantry pursuant to the fiduciary relationship.

4.4 In the event that the Customer incorporates or transforms the Goods (or any portion of them) into any other goods or products produced by the Customer (or a third party), then the Customer must hold a proportion of any payment ("relevant proportion") received by the Customer for such goods or products on trust for Marleef Pty. Ltd. Trading as Chef's Pantry

The Customer expressly acknowledges that the relevant proportion shall be equal to the dollar value the portion of the Goods incorporated or transformed and the Customer further acknowledges that any part payment (not exceeding the relevant proportion) received by the Customer for such goods or products is

received as payment first of the relevant proportion.

4.5 Marleef Pty. Ltd. Trading as Chef's Pantry is irrevocably authorised to enter any premises where the Goods are kept, and to use the name of the Customer and to act on its behalf, if necessary, to recover possession of the Goods.

7. Notification

The Customer must notify Marleef Pty. Ltd. Trading as Chef's Pantry in writing within seven (7) days of:

- 7.1 any alteration of the name or ownership of the Customer;
- 7.2 the issue of any legal proceedings against the Customer;
- 7.3 the appointment of any provisional liquidator, liquidator, receiver, receiver manager or administrator to the Customer;
- 7.4 any change in the ownership of the business name of the Customer.

The Customer agrees that it shall be liable Marleef Pty. Ltd. Trading as Chef's Pantry for all Goods supplied to the new owner by Marleef Pty. Ltd. Trading as Chef's Pantry until notice of any such change is received.

8. Warranties

No warranties except those implied and which cannot be excluded by law are given by Marleef Pty. Ltd. Trading as Chef's Pantry in respect of goods or services supplied. Where goods have been sold at significantly under normal pricing as job lots or as specials the Customer hereby confirms that they have purchased such goods with full knowledge that there are no warranties and that the goods may not be fit for the purpose or of merchantable quality. The Customer has undertaken its own tests of said goods and accepts said Goods in their current state and will make no claim against Marleef Pty. Ltd. Trading as Chef's Pantry in respect of the supply of said goods. Where it is lawful to do so, the liability of Marleef Pty. Ltd. Trading as Chef's Pantry for a breach of a condition of warranty is limited to the replacement of the goods, the supply of equivalent goods, the payment of the cost of repairing or replacing the goods or acquiring equivalent goods, the supplying of the services again or the payment of the cost of having the services supplied again, as determined Marleef Pty. Ltd. Trading as Chef's Pantry

9. Legal Construction

9.1 These Terms shall be governed by and interpreted according to the laws of Victoria and Marleef Pty. Ltd. Trading as Chef's Pantry Ltd. and the Customer consent and submit to the jurisdiction of the Courts of Victoria or Australia.

9.2 Notwithstanding that any provision of the Terms may prove to be illegal or unenforceable pursuant to any statute or rule of law or for any other reason that provision is deemed omitted without affecting the legality of the remaining provisions and the remaining provisions of the Terms shall continue in full force and effect.

GUARANTEE

IN CONSIDERATION of all and any supplies of goods made on or before the signing hereof or that may be hereafter by Marleef Pty. Ltd. Trading as Chef's Pantry A.C.N. its branches and associated Companies (hereinafter called "The Suppliers") to The Customer (hereinafter called the "The Customer") I/We, the undersigned Guarantor/s do hereby (if more than one guarantor "jointly and severally") agree with The Suppliers in the manner following that is to say:-

1. THE Guarantor/s hereby guarantees to The Suppliers the performance and payment of all accounts outstanding in the name of The Customer as remain outstanding at the expiration of 30 days from the date the same are first incurred by The Customer.
2. THIS guarantee shall be a continuing guarantee and shall not be considered as wholly or partially satisfied or discharged by any monies which may at any time or times hereafter be received or applied by The Suppliers to the credit of the account of The Customer and shall be available as a guarantee for the whole of the sums of money (including all sums or money whatsoever for the time being remaining unpaid on any account or accounts whether now existing or which may hereafter be opened) referred to in Clause 1. hereof (hereinafter collectively referred to as "the said indebtedness and liability").
3. THIS guarantee shall not be determined or in any way prejudiced by but is to continue to be binding upon the Guarantor/s notwithstanding any change which shall or may be made by death or otherwise in The Customer or in the person or persons now or hereafter constituting The Customer and notwithstanding that the Guarantor either or any of both cases to be Directors of The Customer and notwithstanding The Customer's amalgamation with or its absorption of or by any other corporation, company, firm or partnership.
4. A Certificate signed by any of the Director/s, Secretary, Manager or authorised officers of the Suppliers shall be prima facie evidence of the amount of the said indebtedness and liability mentioned in such Certificate.

Dated this day of _____ / _____ / _____.

Guarantor/s Name:

Guarantor/s Signature:

Guarantor/s Address:

.....

Customer Name:

Customer Signature:

Witness Name:

Witness Signature: