



**APPLICATION FOR PROMPT C.O.D. /
PROMPT 7 DAYS / PROMPT 14 DAYS /
CHARGE (DUE BY 20TH DAY OF THE MONTH
FOLLOWING PURCHASE) ACCOUNT**

Saxby's Soft Drinks Pty Ltd
P.O. Box 63, Taree NSW 2430
Phone: 02 6552 1011
Fax: 02 6551 0701
sales@saxbys.com.au
A.B.N. 31 909 292 060

Type of Organisation: Sole Trader Partnership Limited Company Trust Other _____
 Trading Name: _____
 Legal Name: _____ A.B.N. _____
 Delivery Address: _____
 Postal Address: _____
 Telephone: (____) _____ Fax: (____) _____ Mobile: _____
 Registered Office: _____ E-Mail: _____
 Type of Business: _____ Driver's License: _____
 Date Business Commenced: ___/___/___ Previous Business Name & Address: _____

Owner Details (or Partners/Directors as applicable)

1	Full Name		3	Full Name	
	Home Address			Home Address	
	Home	Owned <input type="checkbox"/> Rented <input type="checkbox"/>		Home	Owned <input type="checkbox"/> Rented <input type="checkbox"/>
	Phone No.			Phone No.	
	Previous Address (if less than 2 years)			Previous Address (if less than 2 years)	
2	Full Name		4	Full Name	
	Home Address			Home Address	
	Home	Owned <input type="checkbox"/> Rented <input type="checkbox"/>		Home	Owned <input type="checkbox"/> Rented <input type="checkbox"/>
	Phone No.			Phone No.	
	Previous Address (if less than 2 years)			Previous Address (if less than 2 years)	

Contact person for accounts: _____
 Bank: _____ BSB No.: _____ Acct No.: _____
 Solicitor's name & address: _____
 Accountant's name & address: _____

Trade References (excluding Credit Cards, Fuel Suppliers, Landlord, Power & Phone)

	Name	Phone No.	E-mail
1			
2			
3			

I certify that the above information is true and correct and that I am authorised to make this application for credit /cash delivery. In accordance with the Privacy Act (1993), I authorise any person or company to give information as may be required in response to credit inquiries. I have read and understood the **General Terms & Conditions of Contract** of Saxby's Soft Drinks Pty Ltd which form part of, and are intended to be read in conjunction with this credit application and agree to be bound by these conditions.

Signed: _____ Date: _____
 Print Full Name: _____
 Position: Proprietor Partner Director Authorised Signatory

WITNESS:

Full Name: _____ Occupation: _____
 Address: _____ Signature: _____



TERMS OF TRADE

Saxby's Soft Drinks Pty Ltd

P.O. Box 63, Taree NSW 2430

Phone: 02 6552 1011

Fax: 02 6551 0701

sales@saxbys.com.au

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I / We understand that all purchases made by or on behalf of me / us from SAXBY'S SOFT DRINKS PTY LTD must be paid for at the time of delivery directly to the Delivery Contractor or as agreed by Saxby's. All goods purchased under this agreement remain the property of SAXBY'S SOFT DRINKS PTY LTD until paid in full. Risk is transferred at the time of delivery.

Conditions of sale are as per the General Terms and Conditions of Trade/Contract.

All requests for credit shall be made within 48 hours of delivery and be accompanied by a signed Proof of Delivery as provided by SAXBY'S SOFT DRINKS PTY LTD at the time of delivery.

I / We hereby apply to open a Prompt C.O.D. / Prompt 7 days / Prompt 14 days / Charge (due by 20th of the month following purchase) account and offer to purchase goods upon the terms set forth in this Application and Conditions of Sale and confirm that all information supplied on this form is true and that I am authorised to make this application. In accordance with the Privacy Act (1993), I authorise any person or company to give information as may be required in response to credit enquires. I have read and understand the General Terms and Conditions of Contract of SAXBY'S SOFT DRINKS PTY LTD which form part of and are interested to be read in conjunction with this credit application and agree to be bound by these conditions.

Signed: _____ Date: _____

Print Full Name: _____

Position: Proprietor Partner Director Authorised Signatory

SAXBY'S SOFT DRINKS PTY LTD reserves the right to amend or withdraw the above Terms of Trade/Credit.

Office Use Only

Supply Agreement Approved / Sales Manager			Date		
Account No.	Route #	Stop #	Rep. #	Call Day	Expected Weekly Purchases \$
Settlement Terms: Prompt COD <input type="checkbox"/> Prompt-7 Days <input type="checkbox"/> Prompt-14 Days <input type="checkbox"/> Charge-20 th month following purchase <input type="checkbox"/>					

SAXBY'S SOFT DRINKS PTY LTD ~ A.B.N. 31 909 292 060
TERMS & CONDITIONS OF TRADE/CONTRACT

1. DEFINITIONS

- 1.1 "Seller" shall mean Saxby's Soft Drinks Pty Ltd A.B.N. 31 909 292 060
- 1.2 "Buyer" shall mean the buyer or any person or seller acting on behalf & with the authority of the buyer.
- 1.3 "Goods" shall have the same meaning as in section 2 of the Sale of Goods Act 1908 and are goods supplied by the seller to the buyer (and include any incidental supply of services).
- 1.4 "Price" shall mean the cost of Goods as agreed between the Seller and the Buyer subject to clause 5 of this contract.

2. ACCEPTANCE

None of the Seller's agents or representatives are authorised to make any representation, statements, conditions or agreements not expressed by the sales manager of the Seller in writing nor is the seller bound by any such unauthorised statements.

3. GOODS/SERVICES

The Goods are as described on the invoice, as provided by the Seller to the Buyer.

4. SALE

The Goods shall be supplied in accordance with the description in the Seller's invoice.

5. PRICE & PAYMENT

- 5.1 The price shall be as indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied, or
- 5.2 The price shall be the Seller's current price at the date of delivery of the Goods, or
- 5.3 The price of the Goods shall be the Seller's quoted price, which shall be binding upon the Seller provided that the Buyer shall accept in writing the Seller's quotation within twenty-eight (28) days.
- 5.4 Time for payment for the Goods and/or service shall be the essence and will be as agreed on the account application. If no time is stated then payment shall be due on delivery of the Goods and/or services.
- 5.5 The method of payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Buyer and the Seller.

6. DEFAULT & CONSEQUENCES OF DEFAULT

- 6.1 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day, until the date of payment at the rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgement.
- 6.2 If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all the Seller's legal costs and disbursements calculated on a solicitor and own client basis in addition all costs of collection agent as per that company's current scheduled rates.
- 6.3 Without prejudice to any other remedies the Seller may have, at any time the Buyer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Buyer and any of its obligations under the Contract. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercised its rights under this clause.
- 6.4 If any account remains unpaid at the end of the month after supply of the Goods or services the following shall apply: An immediate amount equivalent to 10% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable and the account will revert to cash on delivery.

7. RETURNS

The Buyer shall inspect the Goods on delivery and shall within forty-eight (48) hours of delivery notify the Seller of alleged defects or shortages in quantity or damage to stock delivered. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them. If the Buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the contract and free from any defect or damage and the Buyer shall be deemed to have accepted the Goods.

8. TITLE

- 8.1 It is the intention of the Seller and agreed by the Buyer that property in the Goods shall not pass until:
 - i. Payment and all other obligations have been met.
 - ii. Until such terms as ownership of the Goods shall pass from the Seller to the Buyer, the Seller may give notice in writing to the Buyer to return the Goods to the Seller. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the Goods shall cease.
- 8.2 If the Buyer fails to return the Goods then the Seller or the Seller's agent may enter upon and into buildings and premises so occupied or used by the Buyer, where the Goods are situated and take possession of the Goods, without being responsible for any damaged thereby caused.
- 8.3 The Seller can issue proceedings to recover the price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Buyer.

9. CANCELLATION

The Seller may cancel this contract at any time before the Goods are delivered by giving written notice. On giving such notice the Seller shall promptly repay to the Buyer any sums paid in respect of the price. The Seller shall not be liable for any loss or damage arising from such cancellation.

10. PRIVACY ACT

The buyer authorises the seller to disclose any information obtained to any person for the purpose set out below:
The buyer authorises the seller to the extent permitted by law to collect, retain and use information about the buyer, for the purpose of assessing the buyers creditworthiness or marketing any Goods and services provided by the seller to another party.



DIRECT DEPOSIT FORM

Saxby's Soft Drinks Pty Ltd

P.O. Box 63, Taree NSW 2430

Phone: 02 6552 1011

Fax: 02 6551 0701

sales@saxbys.com.au

A.B.N. 31 909 292 060

Direct deposit is an easy and convenient way to make payment. If you wish to use this method of payment, please complete the bottom section of this form and return it to our office at your earliest convenience via fax to 02 6551 0701 or email to accounts@saxbys.com.au. Please note this form should be completed before your initial direct deposit. **It does not have to be completed with every payment.**

BANK ACCOUNT DETAILS

NAME OF ACCOUNT:	SAXBY'S SOFT DRINKS
NAME OF BANK:	NATIONAL AUSTRALIA BANK (NAB)
BRANCH:	TAREE
BSB NUMBER:	082 856
ACCOUNT NUMBER:	509948144
PLEASE QUOTE:	[YOUR CUSTOMER ACCOUNT NUMBER]

PLEASE QUOTE YOUR CUSTOMER ACCOUNT NUMBER WHEN MAKING PAYMENT. THIS WILL ENSURE THAT ALL PAYMENTS RECEIVED ARE ALLOCATED TO THE CORRECT ACCOUNT. YOUR CUSTOMER ACCOUNT NUMBER IS WRITTEN ON THE TOP OF ANY SAXBY'S INVOICE OR STATEMENT.

SAXBY'S SOFT DRINKS

NOTIFICATION OF PAYMENT BY DIRECT DEPOSIT

TRADING NAME: _____

CUSTOMER NUMBER: _____

LEGAL NAME: _____

CONTACT PERSON: _____