



# Bunzl Catering Supplies Limited (Trading as Salgo)

ABN 41 008 737 862

## ACCOUNT APPLICATION FORM

Please complete and return to your Salgo Account Manager or fax back to 1300 272 546

**Sydney:**  
118 Denison Street  
Hillsdale  
NSW 2036

**Melbourne:**  
87 Palmerston Crescent  
South Melbourne  
VIC 3205

**Brisbane**  
56 Cambridge Street,  
Coorparoo  
QLD 4151

Tel: 1300 172 546  
Fax: 1300 272 546

Tel: 1300 172 546  
Fax 1300 272 546

Tel: (07) 38477944

### Application Checklist

The following sections **MUST** be completed for the application to be processed.

- |   |                          |
|---|--------------------------|
| 1. General Business information                                     | Tick                     |
| 2. Accounts Payable information                                     | <input type="checkbox"/> |
| 3. Partners, Directors or Proprietors information                   | <input type="checkbox"/> |
| 4. Trade references (minimum of 2)                                  | <input type="checkbox"/> |
| 5. Statement for commercial credit signed (minimum of 1)            | <input type="checkbox"/> |
| 6. Terms and conditions signed (minimum of 1)                       | <input type="checkbox"/> |
| 7. Directors' Guarantee signed (or letter stating why not provided) | <input type="checkbox"/> |
| 8. (New applicants only) Minimum order of \$500 value attached.     | <input type="checkbox"/> |

### Office Use Only

Account Manager:	Group Manager:	
Credit limit \$:	Customer Group:	
Applicant Name:	Account No:	Date:
Approved by General Manager or Sales Manager:		
Signature	Printed Name:	Date:
Credit Controller:		
Signature	Printed Name:	Date:



**GENERAL BUSINESS INFORMATION**

Full Name of Applicant: .....

ABN:.....  Partnership  Sole Proprietor

Trading Name:.....

Public Company  Private Company

Is the company acting as a trustee?  Yes  No

Business Telephone No: ..... Business Facsimile No: .....

Email: ..... Web Site: .....

Address for Correspondence: .....

Type of Business: .....

Period in Business: .....

Purchasing Officer's name: .....

Purchasing Officers telephone number: .....

**DELIVERY INFORMATION**

Delivery Address (if more than one delivery point, please use attached page)

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Deliver orders ship complete  Yes  No

Freight method:.....FIS.....  .....FOB.....  .....Customer to arrange.....

**ACCOUNTS PAYABLE INFORMATION**

Accounts Payable Contact name:.....

Account Payable Contact telephone number.....

Payment method:.....EFT.....  .....Cheque.....  .....Credit card.....

Invoices:.....Send by mail.....  .....Dispatch with goods.....

**FULL NAMES, PRIVATE ADDRESSES AND POSITION OF AT LEAST TWO (2) PARTNERS, DIRECTORS OR PROPRIETORS (NB: This is optional for Public Listed Companies.):**

1) Name: .....  
Address:.....  
Home Telephone No: .....

2) Name: .....  
Address: .....  
Home Telephone No: .....

3) Name: .....  
Address:.....  
Home Telephone No: .....



**COMMERCIAL BANK DETAILS ONLY:**

Bank:	Branch:
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**TRADE REFERENCES:**

Company	Contact	Telephone No.
1)		
2)		
3)		

Office Use Only

<b>Reference checks completed</b>		
Comments:		
Signature	Printed Name:	Date:
<b>Credit check completed</b>		
Comments:		
Signature	Printed Name:	Date



**STATEMENT BY APPLICANT(S) FOR COMMERCIAL CREDIT**

Please read carefully before signing. Where more than one applicant, each applicant to sign.

1. Access to Consumer Credit Information for a Commercial Credit Application (Section 18K (1)(b) Privacy Act 1988).

As part of its normal credit assessment procedures, I/we consent to Credit Reference Association of Australia Limited obtaining a credit report about my/our Company.

2. Exchanging Information with other Credit Providers (Section 18N (1)(b) Privacy Act 1988).

I/we as the applicant consent to agree to the Credit Reference Association of Australia Limited obtaining personal information about my/our Company from other credit providers, whose names I/we may have provided to Credit Reference Association of Australia Limited or that may be named in a credit report, for the purpose of assessing my application for commercial credit, made to the Association.

..... Name (Please Print)	..... Signature	..... Date
..... Name (Please Print)	..... Signature	..... Date
..... Name (Please Print)	..... Signature	..... Date

**TERMS AND CONDITIONS OF PROVIDING CREDIT**

I/We, on behalf of ....., hereby make application to open a credit account with your Company.

I/We agree to pay all accounts within 30 days of the date the goods are invoiced.

I/We agree to the Trading Terms in this agreement.

I/We acknowledge that in accordance with Section 592 of the Corporations Law the applicant is able to pay its debts as and when they fall due and that I/we am/are duly authorised by the applicant to complete this credit application.

I/we confirm the accuracy of the warranties in Annexure A and enclose a copy of each relevant trust deed.

1.	Signature:	Date:
	Position Held:	
	Company (Organisation):	
2.	Signature:	Date:
	Position Held:	
	Company (Organisation):	
3.	Signature:	Date:
	Position Held:	
	Company (Organisation):	



## TRADING TERMS

- 1) These terms and conditions shall apply to the exclusion of all others and any terms and conditions of the customer (whether on customer order form or otherwise) which are contrary to or inconsistent with these terms and conditions shall not apply nor shall they constitute a counter offer. No goods or services will be supplied by Bunzl Catering Supplies Limited Trading as Salgo ("Salgo") on any terms and conditions other than those set out herein and by taking delivery of goods or services the customer shall be deemed to agree these terms and conditions shall apply to the exclusion of all others.
- 2) Salgo is not required to accept an order for goods or services from a customer and reserves the right at all times to suspend the supply of goods or services on credit without having to give reasons for its actions.
- 3) Salgo reserves the right to alter or vary any prices of goods and terms on which those goods are to be supplied at any time prior to acceptance without notice.
- 4) Goods will be invoiced at the prices prevailing at the time an order for goods is accepted by Salgo.
- 5) Payment of accounts is due in full within 30 days of the date the goods were despatched and invoiced. Salgo reserves the right to charge interest of 10% p.a. on all overdue amounts from the moment an amount becomes overdue. The customer will pay any costs incurred by Salgo in recovering any monies due for payment (including, but not limited to, legal fees, bank charges and commission).
- 6) Title in any products sold by Salgo shall not pass to customer until customer has paid Salgo in full of the invoice for those goods including any interest which may have accrued under Clause 5 is made and until then customer holds the goods as bailee and fiduciary agent. Customer must:
  - (a) keep the goods in its possession and control;
  - (b) keep the goods in good repair and condition, excluding fair wear and tear;
  - (c) keep the goods stored separately and marked so that the goods are clearly and easily identifiable as Salgo's property and inform Salgo of the location of the goods if requested; and
  - (d) not sell, assign or let the goods or any interest in them, or permit any charge, pledge, lien or other encumbrance to be created in relation to them,except for any sale as fiduciary agent of Salgo (but without any right to create any liability of Salgo to any third party) or where the goods become part of another product, in each case in the ordinary manner. If customer sells any of the goods while they remain the property of Salgo, or any of those goods become part of another product that is sold by customer, then in either case, in discharge of the amount owing, customer holds the proceeds of sale received on trust for Salgo up to the amount it owes Salgo in respect of those goods, and must immediately pay that amount to Salgo.

For this purpose, the customer hereby grants permission to Salgo to enter upon any land or premises where the goods are, in order to take possession of and dispose of the goods as Salgo sees fit.

Salgo will remain entitled to retake possession of the goods at any time before it receives payment in full.
- 7) Although title in the goods will not pass until payment is made by the customer, the risk of loss or damage to goods passes to the customer:
  - (a) on all contracts other than F.I.S. contracts – once the goods have been delivered to/collected by the freight forwarder;
  - (b) on F.I.S. contracts – on delivery of the goods to the place notified by the customer when placing the order.
- 8) Customer will be deemed to have accepted goods as being in accordance with an order unless it notifies Salgo to the contrary within seven days of receipt of goods.
- 9) If any goods are defective, Salgo's liability is limited to replacing or repairing the goods or paying for the cost of replacing or repairing the goods. The manner in which any such liability will be discharged will be calculated and determined by Salgo.
- 10) Other than for defective goods where the customer notifies Salgo of the defect within fourteen (14) days of receipt, goods may only be returned with the prior approval of Salgo and a restocking fee equal to the greater of 10% of the value of the goods or \$25 may be payable by the customer at the discretion of Salgo. No goods may be returned without the relevant invoice number being quoted.

- 11) Orders received for goods which are "out of stock" will be placed on "back order" unless otherwise requested by the customer. Such goods will be consigned as soon as they become available, unless the customer notifies Salgo before the goods are consigned that the goods are no longer required.
- 12) Salgo will pay the cost of freight to capital cities and greater metropolitan areas. Where goods are delivered outside those areas, customers will pay the reasonable costs of freight.
- 13) A minimum order fee of \$25.00 will be applied to all orders less than \$250.00 in value.
- 14) A fee of 3.0% of the invoice value will be applied to all payments received by credit card.
- 15) These terms set out the entire terms on which Salgo agrees to supply goods to its customers. Any other terms which may be implied by the operation of statute or common law are expressly negated to the fullest extent permitted by law.
- 16) Despite any other provision in these terms, if GST is imposed on any Supply made by Salgo under or in accordance with these terms then the customer must also pay, at the same time and in the same manner as payment for the Supply is required to be made in accordance with these terms, the amount of any GST payable in respect of the Supply and the amount so payable for the Supply will be increased accordingly.

Each party agrees to do all things, including providing invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any credit, set-off, rebate or refund in relation to any amount of GST paid or payable in respect of any Supply under this agreement.

In this clause:

- (a) the expression "GST" means any tax in the nature of a tax on the supply of goods, real property, services and other things (or similar tax) levied, imposed or assessed by the Commonwealth of Australia which may operate any time during the term of this agreement,
  - (b) the expression "Supply" means any form of supply whatsoever, and includes any supply within the meaning of any Commonwealth, State or Territory legislation imposing or relating to the imposition of GST.
- 17) Where the customer trades outside these terms and conditions, Salgo may among other things, refuse to supply products to the customer, irrespective of whether an order has already been accepted or not, and Salgo will not be liable for any loss or damage of any kind resulting directly or indirectly from such action.
  - 18) These terms and conditions may be varied from time to time by Salgo at their discretion, and by giving notice in writing to the customer.



**ADDITIONAL DELIVERY ADDRESSES**

Delivery Address 1

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Delivery Address 2

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Delivery Address 3

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Delivery Address 4

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Delivery Address 5

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Delivery Address 6

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Delivery Address 8

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Delivery Address 9

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Delivery Address 10

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Delivery Address 11

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Delivery Address 12

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Delivery Address 13

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**DIRECTORS GUARANTEE**

1. In consideration of BUNZL LIMITED (hereinafter called "Company") supplying or continuing to supply goods to:

(A) State Full  
Title of  
Company

(A) \_\_\_\_\_  
(Hereinafter called "Principal ") at my request which is hereby made,

(B) Full Name  
of Director

(B) I, \_\_\_\_\_

(C) Full  
Private  
Address of  
Director

(C) of, \_\_\_\_\_

Company Director (hereinafter called "Guarantor") hereby guarantees the due payment by the Principal to the Company of the present and future balance of any debt payable by the Principal to the Company notwithstanding that I do not receive notice of any failure by the Principal to pay such balance of debt according to the terms agreed on between the Principal and the Company.

2. This guarantee shall be a continuing guarantee to the Company irrespective of any sum or sums which at any time may be paid to or received by the Company for or on account of the Principal and shall subject to paragraph 2 hereof remain in force until determined by notice in writing signed by me (or in the case of my death by my personal representative) and delivered to the Company. Such determination shall relate to future dealings only. I agree that my liability hereunder shall not be affected by any change in the constitution of the Company nor by the Company giving the Principal an extension of time for payment or compounding any debt. I also agree that in order to give effect to this guarantee the Company shall be entitled to act as though I were the principal debtor and I hereby waive all and any of my rights as surety which may at any time be inconsistent with any of the provisions herein.

3. If any payment of money, conveyance or transfer of property or charge thereon made or given by the Principal or its agent to the Company in reduction of its indebtedness to the Company be later declared to be void against any liquidator of the Principal, the amount of the debt of the Principal to the Company which is hereby guaranteed by the Guarantor shall include the amount for which credit had previously been given for such payment of money, conveyance or transfer of property charge thereon which was declared to be void as against the liquidator. Any discharge or partial discharge of the obligations of the Guarantor hereunder whether by payment or by notice duly given shall be conditional upon no such declaration as aforesaid being made.

4. If the Principal is wound up by an order of the court or otherwise the Company may prove the whole of its debt against the Principal in liquidation and the unsatisfied balance after payment of such dividends by the liquidator of the Principal shall be payable by the Guarantor or the Principal.

5. Notwithstanding anything hereinbefore contained in the event that the Principal's account with the Company or any part thereof has not been paid in full for a period of 7 days after full payment is due, action to recover the overdue amount can be taken against me as the Guarantor by the Company immediately.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

Signed sealed and delivered by the said:

(D) Full Name  
of Director

(D) \_\_\_\_\_

(E) Full Name  
of Witness

In the presence of:

(E) \_\_\_\_\_

(F) Full Name  
of Director

(F) \_\_\_\_\_

(G) Full Name  
of Witness

In the presence of:

(G) \_\_\_\_\_