



**ASCENT PATISSERIE
(Hereinafter called 'Ascent')**

PHONE : (02) 9746 8477

COMMERCIAL CREDIT ACCOUNT APPLICATION

In support of this application, I/We.....
(hereinafter called 'The Applicant') supply the following information known by 'The Applicant' to be true and accurate.

Company Name..... **A.B.N.**.....

Business Name/ Trading Name..... **Bus No.**.....

Commencement Date..... **Type of Bus/Co.**.....

Postal Address.....

Trading Address.....

Delivery Address (if different to Trading Address)

Phone Number..... **Fax No** **e-mail**

Contact for Account Queries..... **Sales Tax Exemption No.**.....

Bank..... **Branch**..... **A/C No.**.....

TRADE REFERENCES (please complete all three.)

1..... **A/C No.**..... **Phone ()**.....

.....

2..... **A/C No.**..... **Phone ()**.....

.....

3..... **A/C No.**..... **Phone ()**.....

.....

*** IF THERE IS ANY CHANGES TO THE ABOVE INFORMATION
WE MUST BE NOTIFIED IN WRITING WITHIN 7 DAYS***

CONFIRMATION:

'The Applicant' confirms I/We have read, understood and accept our terms and conditions overleaf and agree to be bound by them.

COMPANY/BUSINESS..... **DATE:**.....

NAME (Please Print)..... **SIGNATURE**.....

NAME (Please Print)..... **SIGNATURE**.....

NAME (Please Print)..... **SIGNATURE**.....

If Company, give full title and authority if Partnership, all Partners to sign.

ASCENT PATISSERIE
A.C.N 097 741 949
TERMS AND CONDITIONS

a) PAYMENT

'The Applicant' understands the trading terms are strictly **7 DAYS FROM INVOICE**.

'The Applicant' further understands should 'The Applicant' default in payment of monies due, then all such monies shall become due and payable and shall be paid within 7 (seven) days from the date of demand.

'The Applicant' further understands 'Ascent' reserves the right to charge interest at its banker's current bank overdraft rate on all overdue monies up to the point of payment.

'The Applicant' is on a limit of \$500 until credit facilities are approved

b) OUTSTANDING DEBTS

'The Applicant' agrees that all expenses, costs and disbursements incurred in recovering any outstanding monies, including debt collection agency fees and solicitors costs will be paid by 'The Applicant'.

'The Applicant' further understands 'Ascent' reserves the right to withhold the supply of goods and services at any time without notice to 'The Applicant'.

c) CREDIT LIMIT

In the event of this application being successful a fixed credit limit will be determined by 'Ascent'. Should the account balance exceed the limit 'Ascent' reserves the right to withhold the supply of goods and services without notice. Ascent Patisserie will charge a service fee of \$35 on each occasion a cheque given in payment by 'The Applicant' is dishonored.

d) CREDIT AGENCIES

This application gives 'Ascent' the authority to make inquiries as to credit and financial position of 'The Applicant' and obtain and/or give Consumer/Commercial References to a Credit Reporting Agency to conduct various enquires from time to time.

e) RISK AND TITLE OF GOODS

'The Applicant' understands that all products remain the property of 'Ascent' until paid for in full. Any risk as regards loss, damage or deterioration shall pass to 'The Applicant' on delivery.

f) LOSS OR DAMAGE IN TRANSIT

'Ascent' will bear loss or damage to products in transit where delivery is by its nominated carrier and delivery charges are included in the price of the goods. In all other cases, 'The Applicant' is responsible for loss or damage occurring in transit.

g) LIMITATION OF LIABILITY

- i. Any claim by 'The Applicant' against 'Ascent' arising from product sold must be commenced within 7 days of delivery of such goods.
- ii. The liability of 'Ascent' arising from breach of any term of warranty of the goods sold to 'The Applicant' is limited at the option of 'Ascent' to replacement with equivalent goods; refunding the purchase price; the cost of repair, or actual repair of the goods
- iii. 'The Applicant' agrees that apart from any rights and remedies under the Trade Practises Act 1974 and any other law that cannot be lawfully excluded, all conditions and warranties, provided by statute or otherwise are excluded concerning the goods and services.

DIRECTORS GUARANTEE

Directors Details:

Name..... Signature..... Date

Address.....

Name..... Signature..... Date

Address.....

Witnessed by Company Representative..... Position.....

Print Name..... Signature..... Date.....

In consideration of 'Ascent' having agreed to supply goods, wares and merchandise and of credit and accommodation given to 'The Applicant'. I/We unconditionally and irrevocably and jointly and severally guarantee to 'Ascent' payment on demand of all monies which are, or shall hereafter become due to 'Ascent' by 'The Applicant' as described in the terms and conditions. I have read and fully understanding these Terms and Conditions.