



ABN 43 845 589 528
Bakers Direct Pty Ltd
As trustee for the
Bakers Direct Unit Trust
Unit 6-7 /27 Caloundra Road
Clarkson WA 6030
T: 08 6108 0662
E: admin@bakersdirect.com.au
W: www.bakersdirect.com.au

Credit Application & Supply Agreement

Trading name of Business _____

Entity Type – Tick box
 Sole Trader Partnership Company Trust

Name of Customer (owner of business): _____

ABN of Business _____

Address of Business _____

Delivery Address (if different) _____

Delivery Time _____

Business Telephone
08 _____

Fax No
08 _____

Primary Contact Name _____

Telephone / Mobile _____

Primary Email Address _____

Accounts Contact Name _____

Accounts Contact Telephone / Mobile _____

Accounts Email Address _____

Creditor Reference Name _____

Creditor Contact Telephone / Mobile _____

Tick preferred payment option:

EFT

BSB: 016 363

Account Number: 4532 857 23

By Cheque to Bakers Direct

Address: Unit 7 / 27 Caloundra Road CLARKSON WA 6030

The terms of the Supply Agreement overleaf, including payment terms, have been read and understood.

Signature: _____
(Authorised Person)

Print name: _____

Guarantee (if applicable)

In consideration of the supply of goods and services to the Customer by Bakers Direct made at the request of the Guarantor(s) (being the director(s) / trustee(s) of the Customer), the Guarantor(s) by signing this document agree(s) to jointly and severally guarantee the performance of the Customer's obligations and the payment of all money due by the Customer to Bakers Direct.

Signature: _____
(Guarantor)

Print name: _____

Signature: _____
(Guarantor)

Print name: _____

This **Supply Agreement** becomes effective on the date the Credit Application is signed on behalf of the Business by an authorised person.

Definitions

Price means the amount agreed from time to time by Bakers Direct and the Customer to be paid to Bakers Direct for its Products.

Products means the products listed for sale from time to time on the Bakers Direct website www.bakersdirect.com.au

Customer means the proprietor of the business described in the Credit Application as the Customer.

Credit Application means the document set out on the first page of this document completed by the Customer.

Supply of Products

Bakers Direct agrees,

- (1) for the Price,
- (2) to supply Products to the Customer,
- (3) ordered by the Customer in the manner agreed,
- (2) for delivery to, or collection by, the Customer,

(3) on the days and at the times agreed by Bakers Direct and the Customer, from time to time.

Payment of the Price

The Customer agrees to pay the Price for the delivery to or collection of Products by the Customer.

Risk

Risk of loss or damage to Products will pass from Bakers Direct to the Customer on the date of delivery to or collection by the Customer.

GST

The Price of Products is GST inclusive unless otherwise stated on an invoice.

Payment terms and costs

All Bakers Direct invoices must be paid within 10 days of its date unless otherwise stated on the invoice. Interest accrues on any money owed by the Customer, at the rate allowed by the Supreme Court Act (WA), calculated from the date money becomes due until the date such money is paid by the Customer to Bakers Direct. The Customer must pay for any debt collection costs and disbursements incurred by Bakers Direct in respect of the non-payment by the Customer of any Bakers Direct invoice.

Termination

This Supply Agreement automatically terminates (without the need for either party to give notice of any kind to the other) if,

- (1) Bakers Direct and the Customer fail to agree on a Price for the Products,
- (2) any invoice received by the Customer from Bakers Direct is not paid within the time stipulated on such invoice.

Accrued rights and cessation of supply

Any right accrued by Bakers Direct is not affected by the termination of this Supply Agreement. Bakers Direct is not liable for any loss or damage whatsoever which the Customer may claim in connection with the cessation of supply of Products consequent upon the termination of this Supply Agreement. The Customer indemnifies Bakers Direct for any loss or damage the Customer may claim.

Assignment

Bakers Direct may assign the benefits of this Supply Agreement.