

WHOLESALE ACCOUNT INFORMATION

Updated October 2018



Thank you for applying for a Nowra Farmers Market Wholesale Account. Please read the following information and return your completed application form to orders@nowrafarmersmarket.com.au.

Should you have any questions, please contact the Wholesale Manager on 0448 399 527.

1. ORDERING

1.1. How to order

The **preferred and most efficient** method is via our **online ordering system** at shop.nowrafarmersmarket.com.au. Use your unique customer login details to access the portal. If you forget your login, contact the Wholesale Team.

Alternative options include:

- **Email** to orders@nowrafarmersmarket.com.au
- **Fax** 02 4422 3357

All orders placed by email or fax **must** be provided on the Nowra Farmers Market order sheet. To avoid errors and confusion, no other format will be accepted.

1.2. Deadlines

Orders for fresh produce must be placed by 3am for same day delivery.

Orders for grocery and deli items must be received by 5pm the day prior to delivery.

Please note: Orders will be checked at 3am daily. Orders received after this time will not be processed until the following day.

2. DELIVERY

Our delivery service spans a six-day schedule (Monday to Saturday) and covers the area between Bewong and Gerringong.

A minimum spend of \$50 per order and \$1,500 per month is required to qualify for the delivery service. If you are unable to meet this requirement, you are welcome to shop in-store.

Our centrally-located retail shop is located at 111 North Street, Nowra (just off the Princes Highway) and is conveniently open seven days a week (Monday to Friday, 9am-6pm; Saturday, 9am-5pm; Sunday 9am-4pm). Wholesale customers are welcome to make in-store purchases on account, subject to the agreed trading terms.

3. PAYMENT

We offer two wholesale account options: cash on delivery (COD) or a credit account. When completing your application form, please indicate your preferred option.

WHOLESALE ACCOUNT INFORMATION

Updated October 2018



3.1. Cash On Delivery

Payment must be received before or at the time of delivery.

To facilitate seamless and hassle-free payment for your orders, you will be asked to provide your credit card details, which will be stored in our secure online system and accessed for all future payments.

3.2. Credit Account

When completing the account application form, please advise your preferred credit limit and trading terms. A determination of the limits and terms we can provide will be made based on your trade references.

References

When applying for a credit account you will be asked to supply trade references. It is important that these referees are easily contactable, as no credit terms can be given until satisfactory references are received. If there is a delay in this process, we will be happy to supply to you on a COD basis until the credit account is established.

Trading terms

Once your credit account is established, the terms you have been granted will be provided to you in writing.

Should you exceed your credit limit or terms of trade, no further deliveries will be made to you until your account is brought back within the agreed terms.

Should you wish to adjust the granted credit terms at any time please contact us to discuss.

Please note: The status of your account will be determined based on funds in our account. Therefore, if you are close to your credit limit, please ensure your payment deposits are timed so that the funds clear the day before your next order is due for despatch.

Payment

When paying accounts, please send a remittance advice or indicate which invoices are being paid by quoting the relevant invoice numbers. If no reference is provided, we will allocate the funds to the oldest outstanding invoices first.

4. CONTACT

The Wholesale Team may be contacted on orders@nowrafarmersmarket.com.au or by phoning 02 4422 3356 and choosing extension 5, before 2pm Monday to Saturday.

For accounts-related queries, please email debtors@nowrafarmersmarket.com.au.

WHOLESALE ACCOUNT APPLICATION FORM

Updated October 2018



APPLICATION FOR ACCOUNT

In support of this application I (the Applicant) supply the following information which the Applicant warrants to be accurate and complete.

Credit required

Estimated monthly credit required: \$ _____

Terms

14 days (from invoice date) Cash on delivery

Type of Business

Company Partnership Sole Trader

Nature of business: _____

Account Details

Applicant name: _____

Trading name: _____

ABN: _____ ACN: _____

Driver Licence # (if Sole Trader): _____

Business address: _____

Postal address: _____

Business phone: _____ Mobile: _____

Email: _____

Bank Account

Bank: _____ Account name: _____

BSB: _____ Account number: _____

WHOLESALE ACCOUNT APPLICATION FORM

Updated October 2018



Contact for accounts-related matters

Contact name: _____

Business phone: _____ Mobile: _____

Email: _____

Trade References (please provide a minimum of three)

REFERENCE 1

Business name: _____

Trade per month (\$): _____ How long have you held this account: _____

Contact name: _____

Business phone: _____ Mobile: _____

Email: _____

REFERENCE 2

Business name: _____

Trade per month (\$): _____ How long have you held this account: _____

Contact name: _____

Business phone: _____ Mobile: _____

Email: _____

REFERENCE 3

Business name: _____

Trade per month (\$): _____ How long have you held this account: _____

Contact name: _____

Business phone: _____ Mobile: _____

Email: _____

WHOLESALE ACCOUNT APPLICATION FORM

Updated October 2018



Indemnity (all Directors / Partners / Proprietors to sign)

In consideration of Nowra Farmers Market ('the Supplier') agreeing to supply products on credit to the Applicant named above, the undersigned (the indemnifier) being a director/partner/proprietor of the Applicant, agrees:

1. To indemnify the Supplier and keep indemnified against any claim, action, damage, cost, charge, expense, outgoing or payment, ('Loss') the Supplier may suffer, incur or be held liable for, by reason, of the Applicant not paying, when due, any amounts owing by the Applicant to the Supplier whether for product supplied to the Applicant by the Supplier or any other account or any information given by the Applicant not being true and accurate or the Applicant or indemnifier breaching any of the terms or conditions of the agreement.
2. That any loss that the supplier may suffer includes the amount owing by the Applicant to the Supplier together with any expenses incurred by the Supplier in seeking payment including solicitor's cost on an indemnity basis, commercial agent's commissions for Custom Commercial Services Pty Ltd, and any interest or fees charged by the Supplier pursuant to the terms of this credit agreement.
3. That a statement in writing given by the Supplier to the indemnifier that any amount owing by the Applicant to the Supplier will be accepted by the indemnifier as prima facie evidence of the amount owing.
4. That if this indemnity is signed by more than one person, each person is jointly and severally liable with each person for all amount payable pursuant to this indemnity and the Supplier may seek payment pursuant to this indemnity from any or all such persons before seeking payment from the Applicant. Further, no indemnifier's liability is to be contingent upon the liability of any other indemnifier or the Applicant such that no release, waiver, indulgence granted any indemnifier or the Applicant, nor any unenforceability of this indemnity (including due to non-execution) in relation to any indemnifier, shall affect the liability of any other indemnifier.
5. The applicant consents to the Supplier making such enquiries as it thinks fit from time to time as to the financial position of the Applicant including the obtaining of personal credit information from a credit reporting agency to access such financial position of the Applicant and if the Supplier considers it relevant to collecting overdue payments in respect of credit provided to the Applicant, the indemnifier agrees to the Supplier receiving from a credit reporting agency a credit report containing personal information about the indemnifier in relation to collecting overdue amounts.

Have any directors, partners or principles of the business, including any not listed above, ever been bankrupt or a director, partner or principle of any business which has been placed into liquidation, administration or receivership?

YES NO

If yes, please provide details over page of all directors, partners and/or principles.

Add an additional page if more than three directors.

WHOLESALE ACCOUNT APPLICATION FORM

Updated October 2018



DIRECTOR 1

Surname: _____ Given names: _____

DOB: _____ Driver Licence #: _____

Residential address: _____

Phone: _____ Mobile: _____

Signature: _____ Date: _____

DIRECTOR 2

Surname: _____ Given names: _____

DOB: _____ Driver Licence #: _____

Residential address: _____

Phone: _____ Mobile: _____

Signature: _____ Date: _____

DIRECTOR 3

Surname: _____ Given names: _____

DOB: _____ Driver Licence #: _____

Residential address: _____

Phone: _____ Mobile: _____

Signature: _____ Date: _____

WHOLESALE ACCOUNT APPLICATION FORM

Updated October 2018



Terms and Conditions of Sales

PAYMENT

- a) The Applicant agrees to pay for the products delivered to the Applicant or ordered by the Applicant in accordance with agreed terms.
- b) The Applicant agrees that if it does not pay any amount to the Supplier by or on the due date for payment in accordance with (a) then the Applicant may be charged interest upon such amount as remains outstanding from time to time at the rate of 12% per annum, calculated daily and compounding monthly.

OUTSTANDING DEBTS

- c) The Applicant agrees that all expenses, costs and disbursements incurred in recovering any outstanding monies, including costs involved in debt collection by the supplier's commercial agents Custom Commercial Services Pty Ltd and solicitors costs on an indemnity basis will be paid by the Applicant.
- d) The Applicant agrees that the Supplier reserves the right to withhold the supply of products, without notice to the applicant at any time while there are outstanding monies payable. Further, the Supplier retains the right to cancel the provision of credit to the Applicant without notice and to require the Applicant to prepay for any product to be delivered.
- e) The Applicant submits to the jurisdiction of the courts of New South Wales, and agrees that proceedings commenced in any Court of appropriate jurisdiction within the Shoalhaven / Illawarra area shall have been commenced in an appropriate Court and shall not seek any change of venue.

CREDIT AGENCIES

- f) The Applicant agrees and consents pursuant to the Privacy Act 1988:
 - i. The Supplier making enquiries as to credit and financial position of the Applicant and using such information, including exchanging information disclosed in the Application, as it see fits from time to time including assessing this Application.
 - ii. The Supplier obtaining and/or giving commercial references from time to time including notification of a default by the Applicant.
 - iii. The Supplier receiving from a credit-reporting agency a credit report containing personal information about the Applicant and its directors, principles in relation to collecting overdue amounts.

RISK AND TITLE GOODS

- g) The Applicant understands that all products remain the property of the Supplier until paid for in full and the Supplier has the right to access the Applicant's premises and remove or collect products including use of reasonable force. If the Applicant seels or uses any products prior to the payment in full, it holds the proceeds of such sale, received by the Applicant, or the resulting subject matter received by the Applicant or the books debt held by the Applicants relating to thereto, on trust for the Supplier. The Applicant must keep such products, proceeds (or relevant part) relating to the products, subject matter produced using the products or bank debts separate and identified as being held on trust for the Supplier. Any risk as regards, loss, damage to or deterioration or products shall pass to the Applicants on delivery.

WHOLESALE ACCOUNT APPLICATION FORM

Updated October 2018



LOSS OR DAMAGE IN TRANSIT

- h) The Supplier will bear the loss or damage to products in transit where delivery to the Applicant is by its nominated carrier and delivery charges are included in the price of the products. In all other cases, the Applicant is responsible for loss or damage occurring in transit. Delivery occurs:
- i. Where Supplier's nominated carrier is used, when Supplier's nominated carrier delivers the products to the delivery address.
 - ii. In all other cases, when the product leaves the suppliers premises.

LIMITATION OF LIABILITY

- i) Any claims by the Applicant against the Supplier arising from product sold must be notified in writing by the Applicant to the Supplier within 7 days of the invoicing and the delivery of such product (whichever comes last). In the event that said notice is not provided within the permitted time then the Applicant must pay the invoiced price for the said product without regard to any defence or set-off, whether arising under this agreement or otherwise, but must pay the invoiced price for the said product without regard to any defence or set-off, whether arising under this agreement or otherwise, but must instead first pay the Supplier for the said product without any deduction or withholding, then bring a separate claim for any alleged overpayment. Nothing in this paragraph prevents the Supplier raising a claim of set-off in relation to any amount alleged to be payable by the Applicant.
- j) The liability of the Supplier arising from a breach of any condition or warranty in relation to the products sold to the Applicant is limited a the option of the Supplier to the replacement of the products or replacement with equivalent products or payment of the cost of replacing the products or of acquiring equivalent products.
- k) The Applicant agrees that apart from any rights and remedies implied by the Trade Practices Act 1974 and any other law that cannot be lawfully excluded, all conditions and warranties, provided by statue or otherwise are excluded concerning the products.
- l) The Applicant agrees to be bound by the Australian GST regulations and legislation

UNLESS YOU NOTIFY US IN WRITING OF ANY CHANGES TO THIS APPLICATION AND WE NOTIFY YOU IN WRITING THAT WE ACCEPT SUCH CHANGES, SUCH CHANGES ARE NOT AGREED BY US AND DO NOT FORM PART OF THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS SHALL GOVERN ANY SALES OF PRODUCT BY THE SUPPLIER TO THE EXCLUSION OF ANY OTHER TERMS AND CONDITIONS MADE OR PURPORTED TO BE MADE BY THE APPLICANT ON ANY PURCHASE ORDER OR OTHER DOCUMENT EXPRESSLY OR IMPLIED.

CONFIRMATION

The Applicant confirms I / we have read, understand and accept the terms and condition and agree to be bound by them and warrants that the Applicant has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms. A copy of these terms and conditions will always be made available.

APPLICANT 1

Signature: _____ Date: _____

Full name: _____ Position: _____

APPLICANT 2

Signature: _____ Date: _____

Full name: _____ Position: _____