



NEW CUSTOMER INFORMATION FORM

Full Company Name: _____

Trading Name: _____

ABN No: _____ Phone Number: _____

Business Address: _____

Post Code _____

Delivery Address: _____

Post Code _____

Orders Contact Person: _____

Mobile Number: _____

Accounts Contact: _____

E-mail: _____

Delivery Instructions: _____

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How did you hear about us?

- Sales Representative Newspaper
- Internet/Social Media Friends Magazine
- Other (Please specify) _____

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CREDIT APPLICATION FORM

Details of all Directors /Partners/ Proprietors:

Name: _____ Phone: _____

Residential Address: _____

Driver's Licence No.: _____ Date of Birth: _____

Name: _____ Phone: _____

Residential Address: _____

Driver's Licence No.: _____ Date of Birth: _____

Name: _____ Phone: _____

Residential Address: _____

Driver's Licence No.: _____ Date of Birth: _____

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Financial Information:

Name of Bank: _____ Account Name: _____

BSB No.: _____ Account Number: _____

Business Information:

Type of Business: _____ Business commencement date: _____

Part of a Group of Companies: Yes / No If yes, Group Name: _____

Please complete the Trade reference section on page 5.

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TERMS AND CONDITIONS

Interpretation:

"Borghi's Dairy" refers to Borghi's Dairy Pty Ltd (BD) A.B.N 37 669 889 507 and its successors. BD assigns and has the same meaning as it has in the Customer Information Form and the Credit Application Form.

"Corporations Act" means the Corporations Act 2001 (Cth).

"Guarantor" means any person or entity that has guaranteed the obligations of the Customer to Borghi's Dairy.

1. The applicant/Customer agrees to the terms of payment authorised by BD and will comply with strict terms upon delivery of goods. Any claims arising from invoices must be made within 2 business days of receipt of goods. Please refer to point 6 (g) "Returns Policy."
Please note: Borghi's Dairy may, at its discretion, withdraw the credit facilities, vary the terms of this credit application, or place a limit on the amount of credit available to the Customer at any time by giving notice to the Customer. This is done without prejudice to any other rights that Borghi's Dairy may have and without being liable for any loss or damage of any kind suffered by the Customer as a result.
2. The applicant/customer declares that the applicant/customer (or any partner, or director of the same) has never been registered under the Bankruptcy Act or been a Director of a company that has gone into liquidation or had a receiver/manager appointed.
3. The applicant/customer agrees to Borghi's Dairy disclosing any information contained in this application to a credit reporting agency, in order to obtain a credit report containing personal credit information, as is considered necessary in assessing this application for commercial credit, or recovery of any outstanding amount, in accordance with the Privacy Act 1988.
4. The applicant/customer agrees to abide by the Trading Terms as set out as follows:
 - a) To pay for all purchases of goods and services within the credit terms that have been approved. We offer terms of net 14 days from the delivery of goods.
 - b) To accept liability for all costs, charges, commissions, fees, and disbursements incurred by Borghi's Dairy Pty Ltd in recovery of any unpaid account.
 - c) To acknowledge the right of Borghi's Dairy Pty Ltd to withdraw account facilities at any time without prejudice to any other right Borghi's Dairy Pty Ltd may have had without being liable for the consequences.
 - d) To notify in writing Borghi's Dairy Pty Ltd no later than 14 days prior to any change or intended change of ownership. Failure to do so could result in the applicant being responsible for future debts of the new ownership. Credit facilities will not be automatically transferred to the new owner/directors.
 - e) The property of the goods shall remain with Borghi's Dairy Pty Ltd until full payment of the invoices issued for goods.
5. Acceptance of Products – Unless the customer notifies Borghi's Dairy to the contrary the day before delivery of goods and such notification is confirmed by Borghi's Dairy Pty Ltd staff, the Products shall be deemed to have been accepted by the customer as being in good condition. The customer shall not be entitled to withhold payment of all or any of the price of the product whilst any claim is being investigated by Borghi's Dairy.
6. Deliveries:
 - a) Borghi's Dairy will deliver the products to the place of delivery designated by the customer and agreed to by Borghi's Dairy as evidenced in the customer's delivery instructions on the "Customer Information Form."
 - b) If deliveries are made when there is no staff to sign/accept the delivery, the applicant/customer understands that they consent to Borghi's Dairy staff entering their premises, unloading the product into the designated storage area, and following their instructions to leave their premises as instructed in the driver's instructions given by the customer/applicant on this form. The customer/applicant will ensure that the Borghi's Dairy staff member is under no Occupational Health & Safety (OHS) risk whilst on their premises and the customer/applicant understands that they will be liable for any injury/loss incurred by the Borghi's Dairy staff member. Fourteen days' written notice prior to the next delivery is required if there has been a change to delivery instructions or a change to key or code access.
 - c) Borghi's Dairy may agree to allow the customer to organise their own Pick-Up and Delivery of goods where the customer/applicant will ensure to follow all OHS procedures and guidelines on-site while in the process of Pick-Up.



d) Borghi's Dairy may deliver products in part instalments. Where the products are delivered by part instalments, each instalment shall be deemed to be the subject of a separate contract.

e) Price: All goods quoted are Exclusive of GST except for items marked GST included.

f) Payment Terms and Method:

Payment of all goods is to be made by:

a. Cash or cheque on delivery of goods. If payment is by cheque and at the time of banking insufficient funds are available, the customer/applicant may be charged a dishonour fee of \$40 by Borghi's Dairy to cover administrative and processing costs, or the account will be offered strictly on the condition of payment to be received 14 days from the invoice date

b. Credit Card payment on delivery of goods, provided that the customer has obtained consent from Borghi's Dairy prior to delivery

c. Direct debit (this facility is only available for trade account holders). Should payment fall on a non-business working day, then payment will be accepted the next business working day.

d. Borghi's Dairy may, at its discretion, withdraw credit facilities, vary the terms of this credit application, or place a limit on the amount of credit available to the customer/applicant at any time by giving notice to the customer/applicant without prejudice to any other rights that Borghi's Dairy may have and without being liable for any loss or damage of any kind suffered by the customer/applicant as a result.

g) **Returns Policy:**

All returns must be authorised by Borghi's Dairy Pty Ltd within 2 days of the invoice date, where the customer shall be given a Goods Return Number. The customer shall store all returned goods as per the storage/food safety instructions/requirements on the product labels and as per Food Safety Guidelines and principles.

h) **Cancellation of Orders:**

Cancellation of orders must be made by 3 pm the day prior to delivery. Borghi's Dairy reserves the right to refuse cancellation on special products that are made to order specifically for that customer/applicant. Borghi's Dairy may choose to charge a cancellation fee to recover costs incurred in the preparation or delivery of any orders.

i) **No Variation:**

All goods sold by Borghi's Dairy are sold subject to these Terms and Conditions. No variation, modification, or substitution of these Terms and Conditions shall be binding on Borghi's Dairy unless specifically accepted by Borghi's Dairy in writing. Borghi's Dairy may amend or replace these Terms and Conditions at any time by giving 7 days' notice to the customer/applicant.

Authorisation:

I am authorised to sign and agree to these Terms of Trade as a representative of the customer. I have read and understand the Terms and Conditions of Trade of Borghi's Dairy Pty Ltd, which form part of, and are intended to be read in conjunction with this Customer Information Form and the Credit Account Application, and agree to be bound by these conditions.

Signature _____ Name Position(s) held: _____

Date _____

18 Lens Street Coburg North VIC 3058 +61 427392020 Email: alberto@delbocia.com.au

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1. Trade References

COMPANY 1:

Company Name & Contact Person: _____

Phone: _____ Email: _____

COMPANY 2:

Company Name & Contact Person: _____

Phone: _____ Email: _____

COMPANY 3:

Company Name & Contact Person: _____

Phone: _____ Email: _____

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2. Guarantee

By executing this Deed and in consideration of Borghi's Dairy agreeing to grant credit facilities to the Customer, we the undersigned do hereby jointly and severally:

- a) Guarantee the due and punctual observance and performance of the Terms and Conditions by the Customer, including the payment of all monies now and hereafter owed by the customer/applicant to Borghi's Dairy.
- B) Accept liability for all costs, charges, commissions, fees, and disbursements incurred by Borghi's Dairy in recovery of any unpaid account.
- c) Acknowledge the right of Borghi's Dairy to withdraw the credit facilities offered to the customer/applicant, vary the terms of this credit application, or place a limit on the amount of credit available to the customer/applicant at any time by giving notice to the customer/applicant without prejudice to any other rights that Borghi's Dairy may have and without being liable for any loss or damage of any kind suffered by the customer/applicant as a result.
- d) Notify Borghi's Dairy no later than 14 days prior to any change or intended change of ownership. Failure to do so could result in the customer/applicant being responsible for future debts of the new ownership. Credit facilities will not be automatically transferred to the new owner.
- e) Understand that the property of the goods shall not pass until full payment of the purchase price is received. All risk for loss or damage after delivery is to the purchaser's account.
- f) Agree to be bound by the Terms and Conditions of Trade in force between Borghi's Dairy and the Customer.

Additional notes:

- With any issues relating to the integrity of Borghi's Dairy product(s), please call within 48 hours of delivery to obtain a returns notification number. A photo of the product may be required in order to verify claims and offer the customer/applicant a credit for product with integrity issues.
- **Confidentiality:** The intellectual property rights in any material, systems, methods, procedures, client list, pricing information, print material, prepared by Borghi's Dairy reside with Borghi's Dairy.

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CREDIT APPLICATION FORM CONTINUED...

The applicant/customer must not copy, publish, divulge, or disclose in any manner whatsoever the Confidential Information to any person other than to those of its employees, Borghi's Dairy, and agents directly involved in the performance of this contract, and only to the extent that such disclosure is required for the performance of this contract. On demand by Borghi's Dairy, the customer/applicant must immediately return to Borghi's Dairy all confidential information and other information obtained during the course of goods being provided to the customer/applicant.

I certify that the above information is true and correct and that I am authorised to make this application for a trading account. I have read and understand the Terms and Conditions of Trade of Borghi's Dairy Pty Ltd, which form part of, and are intended to be read in conjunction with, this Customer Information Form and the Credit Account Application, and agree to be bound by these conditions.

Declaration by Directors/Partners/Proprietors:

I certify that the above information is true and correct and that I am authorised to make this application for a trading account. I have read and understood the Terms and Conditions of Trade of Borghi's Dairy Pty Ltd, which form part of the Credit Account Application, and agree to be bound by these conditions and guarantees.

Director 1:

Name: _____

Signature: _____

Director 2:

Name: _____

Signature: _____

Director 3:

Name: _____

Signature: _____

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