

New Customer Application

Company Detail

Legal Entity Name _____

Trading Name _____

ABN _____

Billing Address _____

Delivery Address
(Commercial ONLY) _____

Contact Person _____ Contact Number _____ Mobile _____

Email Address _____

Account Payable

Contact Person _____ Contact Number _____

Account Payable email _____ Office Trading Hour _____

Delivery

Hours available to Receive Goods _____ ~ _____

Special Instruction _____

Trade References (Company name/ Contact Name/ Contact Number)

1 _____

2 _____

Order Instruction

Email your order to info@sunwide.com.au or contact your Regional Sales Representative

Your Sunwide Sales Representative is

Name _____ Contact Number 0401 882 727

Account Number _____ Others _____

Terms and Conditions: By signing below, you agree to the terms and conditions attached to this application
For/on behalf of Applicant (Name/Postion)

Name _____ Position/Title _____

Signature _____ Date _____

New Customer Questionnaire

Thank you for your interest in Sunwide.
Please fill in the below questionnaire as best as you can.
Thus we can identify your needs and ensure we would be a good match for you.

How did you hear about us?

- Google
- Website
- Social Media
 - Facebook
 - Twitter
 - Instagram
 - Pinterest
 - YouTube
 - LinkedIn
- Newsletter
- Sales
- Friend or colleague
- Find Food Exhibition
- News article and magazines
- Others

What type of store is your business in?

- Bubble Tea Shop
- Dessert Shop
- Ice cream Shop / Yogurt Shop
- Café
- Restaurant
- Entertainment
- Grocery Store
- Distributor
- Others

SUNWIDE PTY LTD TERMS AND CONDITIONS OF SALE

1. GENERAL

- 1.1 These terms and conditions together with the Customer's Order constitute the entire Agreement between Sunwide Pty Ltd (ACN 166 451 949) and its successors, transferees or related companies (the **Company**) and the Customer for the supply of Products. No other terms and conditions will apply unless stipulated in writing by the Company. The Agreement cannot be varied unless the Company and the Customer agree to vary it in writing or by email.
- 1.2 In these terms and conditions:
- 1.2.1 **Account Customer** means a Customer who is an approved account holder following satisfactory completion of any credit application and/or formal credit procedures;
 - 1.2.2 **Agreement** means these terms and conditions together with the Customer's Order;
 - 1.2.3 **Australian Consumer Law** means the law set out in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* and any corresponding provisions of state or territory fair trading legislation or the *Australian Securities and Investments Commission Act 2001 (Cth)*;
 - 1.2.4 **Customer** means any party who purchases Products from the Company;
 - 1.2.5 **Non Excludable Rights** means rights under the Australian Consumer Law or other rights the Customer may have in relation to the supply of the Products that cannot lawfully be excluded by the Company;
 - 1.2.6 **Order** means an order placed by the Customer in accordance with these terms and conditions;
 - 1.2.7 **Product** means any product sold by the Company, or listed for sale on the Sunwide Website which the Company agrees to supply to the Customer on these terms and conditions; and
 - 1.2.8 **Sunwide Website** means the Company's website for Customers located at www.sunwide.com.au

2. ORDERS AND PRICING

- 2.1 By placing an Order, the Customer makes an offer to the Company to purchase the Products selected on these terms and conditions. The Company may or may not accept the offer at its discretion. If the Order is accepted, the Company will notify its acceptance by issuing an invoice.
- 2.2 All sales of Products are made at the price for that Product shown on the Company's price list(s) at the time of Order unless otherwise agreed in writing. Prices do not include delivery, which may be separately charged.
- 2.3 Any prices or charges referred to any agreement and/or in any quotation are exclusive of Goods and Services Tax (**GST**) unless stated otherwise. The total price payable by the Customer for the Products is subject to GST.
- 2.4 All Orders, once accepted by the Company, are final. No Order may be cancelled except with the Company's written consent and on terms which will indemnify the Company against all losses. The Customer acknowledges that the extent to which an Order can be modified or cancelled, if at all, will depend on the type of Product and the stage that the Order has reached in the Company's system.

3. PAYMENT

- 3.1 Unless otherwise agreed in writing, payment for all Orders must be made in full by the Customer, without deduction or set off and cleared prior to shipping.
- 3.2 The Customer undertakes that all details provided to the Company for the purpose of ordering or purchasing Products or services are correct. Payment may be processed by an agent appointed by the Company.
- 3.3 In the case of Account Customers, the Customer must pay the price of the Products in full, without deduction or set off, **within 7 days** of the date of invoice.

4. CREDIT TERMS

- 4.1 Credit terms will only be available to Account Customers, at the Company's absolute discretion, upon approval of a credit application and/or any other credit procedures required by the Company.
- 4.2 The Company may at any time require the Account Purchaser to procure a director's guarantee and/or other form of security accepted by the Company.

5. DEFAULT

- 5.1 If the Customer does not pay any amount by the due date:
- 5.1.1 interest will accrue on that amount at the penalty interest rate fixed by the Attorney-General under Section 2 of the *Penalty Interest Rates Act 1983 (Vic)*, calculated from the time such amount falls due until it is received in full, without prejudice to all or any of the Company's other rights and remedies; and
 - 5.1.2 at the Company's request, the Customer must pay the Company the amount of any reasonable costs incurred by it in pursuing payment of the unpaid amount (such as the costs of debt collectors or solicitors retained by the Company).
- 5.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Company from and against all loss and damage in respect of any recovery action including without limitation all solicitors' fees (on an indemnity basis), commercial agents' commission, out of pocket expenses, bank fees, freight, insurance (collectively referred to as fees) and interest.

5.3 If the Customer defaults, the Company may, without prejudice to the Company's own rights, either suspend further deliveries, require payment in advance for all such deliveries or terminate this or any other agreement by written notice to the Customer.

6. DELIVERY AND RISK

- 6.1 The Company will endeavour to have the Products delivered by the estimated delivery date but it does not accept any liability for failure to deliver for reasons beyond its control nor does it accept any liability for delays in delivery.
- 6.2 Risk in the Products shall pass to the Customer upon delivery to the Customer or where a third party is designated to perform the delivery of the Products to the Customer, upon delivery to that third party.

7. ACCEPTANCE OF GOODS

The Customer will be deemed to have accepted the Products as being in accordance with its Order unless it notifies the Company at time of delivery.

8. TITLE AND PERSONAL PROPERTIES SECURITIES ACT 2009 (CTH) (PPSA)

- 8.1 Ownership of the Products will remain with the Company until all invoices, interest and fees owing by the Customer to the Company on any account whatsoever (**Amounts Owing**) have been paid in full.
- 8.2 Until the Amounts Owing have been paid in full, the Customer holds the Products as trustee for the Company.
- 8.3 Until the Amounts Owing have been paid in full, the Customer has the right to sell the Products, but only as trustee for the Company (and the Customer must not represent to any third parties that it is acting as the Company's agent) and the Customer must hold the proceeds it receives from any such sale as trustee for the Company.
- 8.4 If the Customer fails to comply with any of these terms and conditions then:
- 8.4.1 upon request, the Customer must return all Products in its possession;
 - 8.4.2 the Company may enter the premises and seize possession of the Products; and
 - 8.4.3 the Company may retain, sell or otherwise dispose of those Products.
- 8.5 The Customer hereby acknowledges that these terms and conditions of trade constitute a Security Agreement which creates a security interest in favour of the Company and in all Products including services previously supplied by the Company to the Customer and all after acquired Products including services supplied to the Customer by the Company to secure the payment from time to time, including any future advances.
- 8.6 The Customer hereby grants a security interest (by virtue of this clause 8) to the Company and in all Products including services previously supplied by the Company to the Customer.
- 8.7 The Customer agrees to grant the Company a Purchase Money Security Interest (**PMSI**).
- 8.8 The Customer agrees to do anything that the Company reasonably requires to ensure that the Company has at all times a continuously perfected security interest over all the Customer's present and after-acquired property.
- 8.9 The Customer consents to the Company effecting a registration on the PPSA register in relation to any security interest contemplated by these terms and conditions. The Customer waives the right to receive notice of a verification statement in relation to any registration on the PPSA register.
- 8.10 The Customer undertakes to:
- 8.10.1 promptly sign any further documents and/or provide any further information which the Company may reasonably require to register a financing statement in relation to a security interest or to register any other document required on the PPSA register;
 - 8.10.2 indemnify, and upon demand reimburse, the Company for all expenses incurred in registering a financing statement on the PPSA register or releasing any Products charged thereby;
 - 8.10.3 not register a financing change statement in respect of a security interest without the prior written consent of the Company;
 - 8.10.4 not permit to be registered, a financing statement in relation to the Products in favour of a third party; and
 - 8.10.5 immediately advise the Company of any material change in its business practices of selling the Products which would result in a change in the nature of proceeds derived from such sales.
- 8.11 If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising in connection with these terms and conditions, the Customer agrees the following provisions of the PPSA will not apply:
- 8.11.1 section 95 (notice of removal of accession), to the extent that it requires the Company to give notice to the Customer;
 - 8.11.2 section 96 (when a person with an interest in the whole may retain an accession);
 - 8.11.3 section 117 (obligations secured by interests in personal property and land);
 - 8.11.4 section 118 (enforcing security interests in accordance with land law decisions);
 - 8.11.5 subsection 121(4) (enforcement of liquid assets – notice to grantor);
 - 8.11.6 section 125 (obligation to dispose of or retain collateral);
 - 8.11.7 section 130 (notice of disposal), to the extent that it requires the Company to give notice to the Customer;
 - 8.11.8 paragraph 132(3)(d) (contents of statement of account after disposal);
 - 8.11.9 subsection 132(4) (statement of account if no disposal);
 - 8.11.10 section 135 (notice of retention);
 - 8.11.11 section 142 (redemption of collateral); and
 - 8.11.12 section 143 (reinstatement of security agreement)
- 8.12 The following terms have the respective meanings given to them in the PPSA: account, proceeds, PMSI, register, registration, security interest and verification statement.

9. EXCLUSIONS & LIMITATION OF LIABILITY

- 9.1 Subject to clause 9.2 and any express written warranty provided by the Company, the Company does not make any guarantee, condition or warranty as to materials, workmanship or performance of the Products.
- 9.2 With the exception of Non Excludable Rights and any express written warranty provided by the Company, and notwithstanding any other provision of these terms and conditions, the liability of the Company to the Customer, whether arising under or in connection with these terms and conditions or the performance or non-performance thereof or anything incidental thereto, and whether by way of indemnity, by statute (to the extent that it is possible to exclude such liability), in tort (for negligence or otherwise), or on any other basis in law or equity is hereby limited and excluded as follows:
 - 9.2.1 the Company shall not have any liability whatsoever to the Customer for any loss or claim of any kind in connection with these terms and conditions, or any Products obtained under them; and
 - 9.2.2 the total aggregate liability of the Company is at all times limited to the amount equal to the purchase price of the Products.
- 9.3 If any Non Excludable Terms apply, then to the extent to which the Company is entitled to do so, its liability under those Non Excludable Terms will be limited at its option to:
 - 9.3.1 the replacement of the Products or the supply of equivalent products; or
 - 9.3.2 the repair of the Products; or
 - 9.3.3 the payment of the cost of replacing the Products or of acquiring equivalent products; or
 - 9.3.4 the payment of the cost of having the Products repaired.
- 9.4 The Company will be under no liability to the Customer or any third party (including any end-user) in any circumstances for any indirect, special or consequential loss, injury or damage, including but not limited to loss of revenue, loss of production, loss of product, loss of contract or loss of profit howsoever arising and whether in an action in contract, tort, in equity, under statute, or on any other basis.
- 9.5 Any advice, recommendation, information or representation provided by the Company as to the quality or performance of the Products or their suitability for a particular use, purpose or otherwise in relation to the Products is given in good faith but without any liability or responsibility on the part of the Company. The Customer acknowledges that it has not relied upon or been induced by any representation by the Company

10. INDEMNITY

The Customer indemnifies the Company and its agents, regardless of any negligence on the part the Company, on a full indemnity basis, from and against any costs, liability, damage, loss, expense or demand arising directly or indirectly from:

- 10.1 breach of these terms and conditions by the Customer; and
- 10.2 any false, misleading or deceptive representation or statement made by the Customer in respect of the Products to any person.

11. CHANGE OF OWNERSHIP

The Customer agrees to notify the Company in writing of any changes of ownership of the Customer within 7 days from the date of such change and indemnifies the Company against any loss or damage incurred by it as a result of the Customer's failure to notify the Company of any change.

12. GENERAL

- 12.1 These terms and conditions are governed by and construed in accordance with the laws of the state of Victoria, Australia.
- 12.2 Should any part of these terms and conditions be held to be void or unlawful, such part is to be read and enforced as if the void or unlawful part had been deleted.
- 12.3 No Order between the Company and the Customer may be assigned without the Company's written consent, which may be given or withheld in the Company's absolute discretion.
- 12.4 If a party is prevented from or delayed in complying with an obligation (other than to pay money) by an event beyond its reasonable control, performance by it of that obligation is suspended during the time, but only to the extent that, compliance is prevented or delayed.

Please initial here that you have read and understood the above information and agree to the policy as listed in the above paragraphs.

Signature Here _____

Date _____

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