



ABN: 89451756918
15 Burgay Court, Osbourne Park, Perth, WA 6017, AUSTRALIA
Phone: + 61 8 9204 4225 Fax: + 61 8 9204 4335
e-mail: sales@thespicemerchants.com.au
website: www.thespicemerchants.com.au

CUSTOMER APPLICATION

Date: _____

Dear Sir / Madam,

We hereby request that you tender the following information in support of your application for a account with our company.

COMPANY NAME _____
BUSINESS ADDRESS _____
POSTAL ADDRESS _____
CONTACT NAME _____
PHONE _____ FAX _____
MOBILE _____ EMAIL _____
ABN _____ ACN _____

Please indicate by (X) if the business is:

- Pty Limited Company Sole Trader
 Trading name for a Pty Limited Company
 Partnership

▪ Names of Directors/Partners & Private Address

_____ of _____
_____ of _____
_____ of _____

REGISTERED OFFICE ADDRESS: _____

HOW LONG HAS PRESENT BUSINESS BEEN OPERATING ? : _____

BUSINESS REFERENCES:

BANK: _____ BRANCH: _____ PHONE: _____



TRADE REFERENCES:

| | | | |
|---|-------|--------------|------------|
| 1 | _____ | Phone: _____ | Fax: _____ |
| 2 | _____ | Phone: _____ | Fax: _____ |
| 3 | _____ | Phone: _____ | Fax: _____ |

I/We _____ of _____ ("the customer")
 Hereby apply for an account with Bajaria Global Pty Ltd t/as The Spice Merchants and
 agree to accept your **TRADING TERMS AND CONDITIONS. (refer overleaf)**

Signed: _____ Date: _____
 Print Name: _____ Title: _____

Signed: _____ Date: _____
 Print Name: _____ Title: _____

GUARANTEE FOR COMPANY - THIS SECTION MUST BE COMPLETED:

BY THIS DEED OF GUARANTEE

I/WE _____

Of (private address) _____

and _____

Of (private address) _____

acknowledge that _____ ("the customer") has requested a Credit Account from Bajaria Global Pty Ltd t/as The Spice Merchants and that Bajaria Global Pty Ltd t/as The Spice Merchants has agreed to grant an account on certain terms and subject to this Guarantee being granted. I/We hereby guarantee jointly and severally to Bajaria Global Pty Ltd t/as The Spice Merchants the due and punctual performance by the Company of its obligations to Bajaria Global Pty Ltd t/as The Spice Merchants and the due payment of all money and debts accruing to Bajaria Global Pty Ltd t/as The Spice Merchants by the Customer under the account.

SIGNED SEALED and DELIVERED By the Guarantor(s): _____

in the presence of Witness: _____

TO COMPLETE ACCOUNT APPROVAL, ALL DIRECTORS MUST SIGN THE TERMS & CONDITIONS PAGE TO CONFIRM ACCEPTANCE.



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TRADING TERMS AND CONDITIONS

PAYMENT

- Accounts are required to be paid by Cash or Cheque on Delivery with prior arrangement basis.
- In the event that a cheque is not fully honoured upon presentation to the Customer's bank, the Customer will pay all charges incurred by Bajaria Global Pty Ltd t/as The Spice Merchants.

CREDITS RETURNS

- All goods shall be deemed to have been inspected and accepted by the Customer as being in accordance with order unless notification to the contrary is received in writing by Bajaria Global Pty Ltd t/as The Spice Merchants within 7 days of delivery.
- Any returns must firstly be approved by Bajaria Global Pty Ltd t/as The Spice Merchants and a return handling fee of 20% will be charged on approval.

TITLE TO GOODS

- Until the purchase price of all goods sold by Bajaria Global Pty Ltd t/as The Spice Merchants to the customer and all other sums due by the Customer to Bajaria Global Pty Ltd t/as The Spice Merchants upon any account whatsoever have been paid in full by cleared funds:
 - a) all goods shall remain the property of Bajaria Global Pty Ltd t/as The Spice Merchants notwithstanding the delivery of the goods and the passing of risk to the Customer;
 - b) the Customer shall retain all goods as the fiduciary agent and bailee of Bajaria Global Pty Ltd t/as The Spice Merchants. The Customer will hold all proceeds in trust for Bajaria Global Pty Ltd t/as The Spice Merchants;
 - c) Bajaria Global Pty Ltd t/as The Spice Merchants may at any time repossess any goods if any payment owed by the Customer on any account is overdue or if Bajaria Global Pty Ltd t/as The Spice Merchants considers that the amount outstanding from the Customer on the general statement of account between them is in excess of the credit limit which Bajaria Global Pty Ltd t/as The Spice Merchants is willing to accord to the Customer;
 - d) For the purposes of repossessing any goods, the Customer authorises Bajaria Global Pty Ltd t/as The Spice Merchants its employees or agents to enter upon any premises upon which the goods are located.

LIABILITY

- Bajaria Global Pty Ltd t/as The Spice Merchants hereby limits the amount of its liability in the case where the goods are not of a kind ordinarily acquired for personal, domestic or household use, at Bajaria Global Pty Ltd t/as The Spice Merchants option, to:
In the case of goods, any one or more of the following:
 - 1) the replacement of the goods or the supply of equivalent goods;
 - 2) the repair of the goods;
 - 3) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - 4) the payment of the cost of having the goods repaired.
- Subject to the above, under no circumstances will Bajaria Global Pty Ltd t/as The Spice Merchants be liable for any loss or damage to persons or property of any nature as a result, direct or indirect, of any defect, deficiency or discrepancy in goods or materials sold or supplied by Bajaria Global Pty Ltd t/as The Spice Merchants. It is the Customer's sole responsibility to ensure that the goods supplied are sufficient and suitable for the purposes of the Customer.

DELAY IN DELIVERY

- Bajaria Global Pty Ltd t/as The Spice Merchants shall not be liable for any delay in delivery of goods ordered or any unavailability of goods ordered.

| | | |
|-------------------|-------------------|-------------------|
| <u>SIGN</u> _____ | <u>SIGN</u> _____ | <u>SIGN</u> _____ |
| POSITION | POSITION | POSITION |