

# THE COOKIE BARREL

Dear Customer,

Attached is a copy of our Credit Application for an account with our Company.

**Account Type:** 14 Days (after end of month).  
**Payment Details:** Accounts are payable 14 days from the end of each month. All outstanding amounts as outlined on your monthly statement are to be paid by the due date.

Please note that this is a 3 page document and must be completed fully before your application can be processed.

The application will need to be signed by all signatories.

Please email your completed application to [enquiries@cookiebarrel.com.au](mailto:enquiries@cookiebarrel.com.au) or mail to:

**The Cookie Barrel**  
**PO Box 2051**  
**Palmyra WA 6157**

Allow seven working days from the date of us receiving your Credit Application for processing, after which you will receive notification by mail/email or fax regarding the outcome of this application.

Payment options include cash, cheque or Electronic Fund Transfer (EFT). Should you wish to use EFT, please contact us for our banking details.



**Phone**  
08 9331 8266  
**Fax**  
08 9331 8366



**Mail**  
[fernanda@cookiebarrel.com.au](mailto:fernanda@cookiebarrel.com.au)



**Address**  
5/6 Sainsbury Road  
PO Box 2051  
Palmyra WA 6157

Yours sincerely

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**Fernanda Faria**  
Director

**THE COOKIE BARREL**  
**Confidential Credit Application Form**  
**14 DAY FROM END OF MONTH ACCOUNT**  
PO Box 2051  
Palmyra WA 6157

Trading Name in Full .....

Company Name .....

ACN ..... ABN .....

ABN/ACN Registered Office Address .....

Postal Address for Statement .....

Delivery Address .....

Time Open to Receive Deliveries .....

Business Ph No ..... Fax No ..... Email .....

Contact Name ..... Position ..... Mob .....

Commencement Date of Business ..... Nature of Business .....

Person to contact regarding account enquiries .....

**Bank** ..... **Branch** .....

**Account Name** .....

Have any of the Directors, Partners or Proprietors ever been bankrupt, or entered into an arrangement with their creditors pursuant to Part 10 of the Bankruptcy Act? Yes/No

Is the Application Company affiliated to a Trading Group or Holding Company? Yes/No

If so give name and address of Principal Company .....

Names/ Addresses/ Phone Numbers of Partners/ Principal Directors

1) **Name** ..... **Home Ph No** .....

**Address** .....

2) **Name** ..... **Home Ph No** .....

**Address** .....

3) **Name**..... **Home Ph No**.....

**Address** .....

**Trade References**

**Name:**

**Area Code**

**Telephone Number**

1) ..... ( ) .....

2) ..... ( ) .....

3) ..... ( ) .....

**TERMS OF TRADE**

("The Customer") hereby applies for credit facilities from Chez Andre PTY LTD, ABN: 98 659 133 230 T/A The Cookie Barrel ("The Supplier") in accordance with the following terms and conditions ("Credit Terms");

- 1) The Customer acknowledges that all goods and services will be supplied in accordance with the Supplier terms and conditions of sale which the Supplier may vary at any time hereafter at its sole discretion without prior notification being conveyed to the Customer.
- 2) The Customer acknowledges that if the Supplier provides credit facilities to the Customer, the Supplier may reduce/withdraw such facilities at any time and for any reason whatsoever.
- 3) The Customer acknowledges that unless otherwise specified accounts will be due and payable in accordance with the terms stated on the invoice and any amount not so paid will attract interest computed at the rate of 13 per centum per annum, compounded daily until such amount is paid to the Supplier.
- 4) The Customer undertakes to pay/ reimburse the Supplier for all costs, charges and expenses of every description which the Supplier may incur in connection with the recovery or attempted recovery of any amount due to the Supplier including, but not limited to stamp duty, solicitors fees (on a solicitor and client basis), court costs, and debt collection agency commissions and fees.
- 5) The Customer agrees that in any litigation for the recovery or attempted recovery of any amount due to the Supplier a certificate signed by an employee of the Supplier as to the amount due and owing by the Customer to the Supplier as at the date stated in such certificate shall be conclusive evidence of the correctness of such amounts.
- 6) The Customer agrees that the property in any goods purchased by it from the Supplier shall remain with the Supplier and shall not pass to the Customer until the Customer has paid all outstanding purchase monies owing in respect thereof. Until the goods are paid for in full the Supplier shall neither make any representations of agency nor shall the Supplier be bound by any acts of the Customer in relation thereto. Until the Supplier is paid in full the proceeds of any sale of the goods shall be paid into a separate account and the Customer shall account to the Supplier from this account for the full price of the goods.
- 7) The Customer must advise the Supplier within 1 day of delivery if any goods need to be exchanged or returned. There will be no replacements for bad handling of goods after delivery.
- 8) The Customer agrees that should any of the following occur in relation to the Customer or its holding or parent company any amount of credit provided by the Supplier will at the Supplier's discretion either become immediately due and payable or the goods the subject of any credit will upon the Supplier's request be returned to the Supplier; who is empowered to dispose of them in any manner whatsoever.
  - 8.1) Sequestration Order.
  - 8.2) Appointment of a receiver and/or manager and/or liquidator and/or administrator.
  - 8.3) Petition for winding up.
  - 8.4) Appointment of Trustee in Bankruptcy.
  - 8.5) Breach by the Customer of its obligations under this agreement.
- 9) The Customer acknowledges that any credit facilities provided pursuant to this application are not transferable, and the Customer undertakes to advise the Supplier of any change to it's trading structure forthwith in writing upon such change occurring.

Signed by the said:

1)..... Witness ..... Date .....

.....  
Print Name of Signatory

.....  
Print Name of Witness

2)..... Witness ..... Date .....

.....  
Print Name of Signatory

.....  
Print Name of Witness

3)..... Witness ..... Date .....

.....  
Print Name of Signatory

.....  
Print Name of Witness

**PERSONAL GUARANTEE**

I/we the undersigned, being Directors of ..... hereby personally request Chez Andre PTY LTD, ABN: 98 659 133 230 T/A The Cookie Barrel (as defined in the above Terms of Trade) to supply us/our company (herein referred to as "The Customer") such goods and services as requested by us or our company, and in consideration of The Cookie Barrel supplying such goods and services I/we jointly and severally undertake to pay The Cookie Barrel for all monies which already are or shall at any time be due in respect of such goods and services upon demand as and when the account in respect of such goods shall become due and payable. We further agree that this guarantee shall be a running and continuous guarantee and shall extend to cover and be security for all sums of money currently due to The Cookie Barrel or which shall become due to The Cookie Barrel in respect to both orders that have already been placed with The Cookie Barrel or those which are to be replaced with The Cookie Barrel at any time as aforesaid. Notwithstanding any such payment, liquidation, settlement of account or other matter or thing whatsoever, this guarantee shall not be determined by the death of us or by notice of such death or deaths and that The Cookie Barrel may grant an extension of time or other indulgence without affecting the liability of this guarantee. I/we agree that The Cookie Barrel will be at liberty to treat us in all respects as principal debtor and I/we waive all rights either at law or equity or under any statute that I/we might otherwise be entitled to claim or enforce. In the event of The Customer being a company and a company associated with The Customer uses the account, then I/we personally guarantee due payment of the account on behalf of the associated company.

If any payment or other transaction relating to or affecting the performance of The Customer's obligations to The Cookie Barrel is void, voidable or unenforceable in whole or in part or is claimed to be void, voidable or unenforceable and that claim is upheld conceded or compromised in whole or in part:

- a) My/our liability under this guarantee is the same as if the payment or transaction (or the void, voidable or unenforceable part of it) and any release, settlement or discharge made in reliance on any such payment or transaction had not been made; and
  - b) I/we must immediately take all action and sign all documents required by The Cookie Barrel to restore to The Cookie Barrel the benefit of my/our liability under this guarantee in place immediately before the payment or transaction.
- This guarantee is valid and binding on each person or party who signs it, notwithstanding that any other person or party may not sign it.

Signed by the said:

Trustee/Director ..... Witness ..... Date .....  
.....  
Print Name of Witness

Trustee/Director ..... Witness ..... Date .....  
.....  
Print Name of Witness

Trustee/Director ..... Witness ..... Date .....  
.....  
Print Name of Witness

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**Office Use Only:**

Authorised Account Approval made by ..... Date .....