

TERMS AND CONDITIONS OF SALE AND CREDIT

Laurent Bakery Pty Ltd (**Laurent**) and the applicant for credit named on the front of this document and includes the customer's directors and controllers jointly and severally (**customer**), agree as follows:

1. Prices

- All amounts quoted in this document are GST exclusive.
- Unless credit has been provided to the customer, goods will be supplied if:
 - the customer pays in advance, the total amount payable for the goods inclusive of GST to Laurent without deduction upon delivery or collection; or
 - the customer pays a deposit of not less than 50% of value of weekly business as estimated by Laurent.

2. Supply of credit

- The customer must complete and submit a credit application form and allow 5 business days for completion of checks. The customer warrants that the information in the credit application is completely accurate and not misleading and is supplied for the purpose of obtaining credit. The customer warrants that the persons' signatures appearing on the credit application are duly authorised by the customer to apply for credit and execute the credit application on behalf of the customer.
- No credit facility will be granted to the customer unless stated by Laurent in writing. Laurent may at any time, without notice, terminate any credit arrangement with the customer.
- The person signing this credit application agrees to be personally bound by its terms and conditions.
- All accounts must be paid in full within 7 days from the end of week in which the goods are delivered to the customer. Each supply of goods and the related account is a separate contract incorporating these terms.
- The customer agrees to pay late payment charges at the rate of the greater of \$2 per week or 2% per month pro rata on all overdue amounts from the date such amounts fall due to the date they are paid (both dates inclusive).
- The customer agrees to pay Laurent all costs incurred in recovering overdue amounts from the customer. Despite anything contrary in these terms, all monies due from the customer will become immediately due and payable to Laurent upon the happening of any event or the issue against or service on the customer of any notice or proceedings in any way concerning the customer's solvency or payment of its debts.
- Allowance to the customer of time to pay, will not constitute a waiver by Laurent of any of these terms.

3. Ordering & Delivery

- Laurent's office hours are Monday to Friday 9am to 5pm excluding public holidays.
- All orders and cancellations for fresh products must be received at Laurent by 1 pm Monday to Friday at least one business day prior to the required delivery. Orders for Saturday, Sunday and Monday must be received by 1 pm Friday.
- Orders and cancellations of frozen products require at least 3 days notice.
- Deliveries are free within inner metropolitan Melbourne and Sydney for minimum order sizes of \$50 for fresh goods (\$200 for frozen goods). Smaller orders may be delivered at Laurent's discretion but will attract delivery charges.
- Wholesale prices are available to customers with expected value of business of at least \$250 per week. Within this overall weekly limit smaller daily orders may be accepted at Laurent's discretion but orders under \$30 for fresh goods (\$75 for frozen) would attract service charges of minimum \$10 per order.
- Slicing of bread can be organized at an extra charge of \$0.30 per loaf for loaves up to 750g, \$0.50 per loaf for loaves up to 1000g and \$0.60 per loaf for larger loaves.
- Certain country locations in Victoria and NSW are serviced by our delivery network; in all such cases a Country Tariff of 5% on value of orders is applicable.